

SECTION 4 - OPERATIONS

113 ARRANGEMENT

Clause No	Page No.
113 ARRANGEMENT.....	131
114 APPLICATION OF SECTION 4	133
115 DEFINITIONS AND INTERPRETATION.....	133
116 HOURS OF WORK.....	134
117 INTERVALS BETWEEN SHIFTS.....	134
118 MEAL BREAKS	135
119 SUNDAY TIME	136
120 SHIFT WORK	136
121 GUARANTEED PAYMENT	137
122 WORKING ON BOOK OFF DAY	138
123 LIMITS OF SHIFTS	138
124 BROKEN SHIFTS.....	139
125 TIME ALLOWANCES	140
126 OVERTIME	140
127 EXCESS TRAVELLING TIME.....	142
128 TRAVELLING TIME.....	142
129 TRAVELLING AND INCIDENTAL EXPENSES	143
130 PENALTY RATES NOT CUMULATIVE	145
131 RIGHT TO DEDUCT PAY.....	145
132 ALLOWANCES.....	145
133 COUNTRYLINK DRIVERS	148
134 COUNTRYLINK DRIVERS - OTHER CONDITIONS.....	149

135	HIGHER GRADE	149
136	TRAIN DRIVERS EXCLUDING COUNTRYLINK	150
137	CITYRAIL TRAIN GUARDS – OTHER CONDITIONS	152
138	SIGNALLERS/AREA CONTROLLER – OTHER CONDITIONS	155
139	RATES OF PAY, ALLOWANCES AND EXPENSES.....	156
140	ASSESSMENT PROCESS - CITYRAIL TRAIN DRIVERS AND GUARDS	156
141	CUSTOMER ATTENDANT LEVEL 2 - COUNTRYLINK STATIONS	157
142	PART-TIME WORK IMPLEMENTATION COMMITTEE - CITYRAIL TRAIN CREWING	157
143	SYDNEY YARD EMPLOYEES	157
	SCHEDULE 4A - CLASSIFICATIONS AND RATES OF PAY	158
	SCHEDULE 4B - ALLOWANCES.....	161

114 APPLICATION OF SECTION 4

This Section 4 applies to those Employees whose positions are covered under one of the classifications that are included in Schedule 4A.

115 DEFINITIONS AND INTERPRETATION

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

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

On Board Services Employees means Passenger Services Supervisor, Senior Passenger Attendant and Passenger Attendant.

Operational Wages Employees means those previously provided for within the Railways Traffic, Permanent Way and Signalling Wages Staff Award, 2002 - Part III, exclusive of those defined in that award as running staff.

Per week means one half of the ordinary hours of labour per fortnight.

Passive Time means all time paid when not undertaking normal duties while travelling, waiting or walking shall not be taken into account for the purposes of calculating time in excess of ordinary hours for overtime purposes.

Specialist Working means where Drivers, other than those engaged on suburban electric trains, who, for the most part of their regular duty drive an express goods, mail, or passenger train 104.6 kilometres, or more in one direction, such working will continue, where practicable, to be incorporated in special working rosters.

Time worked includes stand by time whether rostered or not and any walking time when carrying an Employer's kit, and any travelling, waiting or walking time which eventuates after work is commenced or before work is finished in any straight Shift or in any part of a broken Shift. Provided that all time on duty by Train Crew on any Shift, including passive time which eventuates after signing on but before work is actually commenced or after work is finished but prior to signing off on any straight Shift, or any part of a broken Shift is to be regarded as time worked for the purpose of overtime, Saturday and Sunday time payments. Provided further that time occupied in travelling by Train Crew and such travelling time is not associated with a Shift shall be treated as time worked for Saturday and Sunday time payments.

Train Crew means the essential crew that are required to move a train and includes suburban and InterCity Drivers and Guards and CountryLink Drivers.

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

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

For On Board Services Employees a shift means the hours of duty the Employee is rostered on a daily basis from sign on to sign off.

For Guards and Operational Wages Employees, a Shift means a turn of duty during in which some actual work is performed.

Provided that when a Guard or Operational Wages Employee travels:

- for 7 hours 36 minutes or more, or
- 8 hours or more in the case of an Employee whose ordinary hours of labour are worked on the basis of 152 hours in a 4 week work cycle,

between a sign off and a sign on, such time shall be treated as a Shift for the purpose of calculating whether or not excess Shifts are worked in a fortnight.

Provided further that when Guards are temporarily transferred, and as a result loses a working Shift of less than 7 hours 36 minutes the time involved is to be treated as a Shift for the purpose of calculating whether or not excess Shifts are worked in the fortnight.

Stand-by time for Guards means the time that a Guard is required to be in attendance to perform duty at short notice in the Employee's normal grade and whilst standing-by is available for any duty within the Employee's capacity. It does not include any time Employees are relieved from duty to partake of meals.

116 HOURS OF WORK

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;
- (b) monitoring of health subsequent to implementation;
- (c) suitable rostering arrangements being made;
- (d) proper supervision being provided; and
- (e) subject to relevant legislative requirements

117 INTERVALS BETWEEN SHIFTS

117.1 For Train Crew the minimum interval shall be 11 hours off duty between shifts, except when at a foreign location, in which case a minimum of 7 hours shall apply (at rest accommodation).

117.2 For On Board Services Employees the minimum interval shall be 11 hours off duty between sign off and sign on, except where at a foreign location, in which case a minimum of 7 hours shall apply.

117.3 CountryLink Drivers working to barracks for rest may exercise the right to claim a sign on no earlier than 39 hours from the original advised sign on, at the time of ceasing duty at the home depot following completion of commitment with respect to rostered barracks working.

- 117.4 On Board Services Employees who are unable to have an interval of 7 hours at a foreign location as result of disrupted services, shall be paid at the rate of single time until the commencement of their next Shift. This time shall not be used in the calculation of overtime.
- 117.5 Operational Wages Employees shall be 10 hours off duty between ordinary Shifts, except:
- (a) when changing Shifts, in which case a minimum of 8 hours shall apply.
 - (b) when returning to home station, in which case the provisions of Clause 128 (Travelling Time) shall apply.
- 117.6 Operational Wages Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause does not apply to Employees working in accordance with Sub-clause 117.5 or when performing duties which require 'double-back' Shifts with 8 hours off duty.
- 117.7 Operational Wages Employees required to commence work on a new Shift with fewer than 8 hours off duty, shall be paid at overtime rates for such Shift.
- 117.8 The penalties provided for in Sub-clauses 117.6 and 117.7 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 117.9 Employees, other than On Board Services Employees, who are not informed upon ceasing duty when they will be required shall be free to assume that they will not be required for a period of 12 hours, and shall suffer no disability other than having to wait for the next available job if they are called upon for duty during that period and are not ready.
- 117.10 Guards who have been booked or directed to attend for duty, and have been notified once or more often that they will not be required till later, shall, after 10 hours have elapsed from the time at which they were originally booked or directed to attend, be allowed, if they so desire, a further period of 8 hours for rest before the time at which they are to take up duty again.
- 117.11 For the purpose of determining intervals between Shifts at the home stations of guards, travelling time shall be deemed time on duty.
- 117.12 CountryLink Drivers' minimum rest periods will be exclusive of travelling time.
- 117.13 The rostering of return working shall ensure that the CountryLink Driver will have not less than 7 hours rest period available at the rest accommodation.

118 MEAL BREAKS

- 118.1 For all Shifts that exceed 5 hours, Train Crew (other than CountryLink drivers) shall, except in cases of unavoidable necessity, be allowed a meal period between the third and fifth hours of duty of not less than:
- (a) 20 minutes, if driving a suburban electric passenger service; or
 - (b) 10 minutes, if driving any other passenger service,

paid at the same rate of pay received immediately before the commencement of the break. Provided that when rostered for a round trip, the meal period may be arranged at the turn round point. Meal breaks for train drivers working a 'double' shift is detailed at Clause 132.6 (e) (Kilometrage payments)

- 118.2 CountryLink Drivers, who are due for a break at a turnaround location, will be provided a 20 minute meal break without deduction of pay.
- 118.3 On Board Services Employees will receive a meal break of 20 minutes on each turn of duty, which will be paid at the same rate of pay that the Employee received immediately before the commencement of the meal, for the partaking of a meal.

119 SUNDAY TIME

- 119.1 Operational Wages Employees required to work on a Sunday for less than 4 hours shall be subject to a minimum payment of 5 hours. However, this working shall not count as a Shift in the determination of excess Shifts for the fortnight. Passive time paid for, other than held away from home allowances, shall be paid at the rate of time and a half.
- 119.2 Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

120 SHIFT WORK

120.1 For all Employees, other than CountryLink Station Employees:

- (a) Afternoon Shift means a Shift on which ordinary time commences before and concludes after 1800.
- (b) Night Shift means a Shift on which ordinary time commences at or between 1800 and 0359.
- (c) Early Morning Shift means a Shift on which ordinary time commences at or between 0400 and 0530.

120.2 For CountryLink Station Employees, Shift penalties will be paid as follows:

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

Where a Shift commences during the afternoon period but concludes during the night period the night penalty will be paid.

120.3 For all Operational Wages Employees, other than InterCity and Suburban Train Crew:

- (a) working ordinary hours on days other than a Saturday, Sunday or public holiday shall be paid:
 - (i) as set out at item 2 of Schedule 4B for an Afternoon Shift;
 - (ii) as set out at item 3 of Schedule 4B for a Night Shift;

- (iii) as set out at item 4 of Schedule 4B for an Early Morning Shift.

In calculating this allowance, broken parts of an hour of less than 30 minutes shall be disregarded and periods of 30 minutes to 59 minutes shall be paid for as an hour.

- (b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading-as set out at item 5 of Schedule 4B, provided that such loading is not payable on a public holiday or an overtime Shift.

120.4 For InterCity and Suburban Train Crew:

- (a) working ordinary hours on days other than a Saturday, Sunday or Public Holiday Employees shall be paid:

- (i) as set out at item 6 of Schedule 4B for an Afternoon Shift;
- (ii) as set out at item 7 of Schedule 4B for a Night Shift;
- (iii) as set out at item 8 of Schedule 4B for an Early Morning Shift.

In calculating this allowance, broken parts of an hour of less than 30 minutes shall be disregarded and periods of 30 minutes to 59 minutes shall be paid for as an hour.

- (b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading as set out at item 9 of Schedule 4B, provided that such loading is not payable on a public holiday or an overtime Shift.

121 GUARANTEED PAYMENT

121.1 Employees, other than casuals, who are ready, willing and available for all work offered to them shall be paid each fortnight an amount equivalent to ordinary hours for the fortnight at the ordinary rate of wage for their grade (Guaranteed Payment). The Guaranteed Payment is all wages payable to the Employee for the ordinary Shifts worked each fortnight, excluding:

- (a) penalties for Shift work and for Saturday time and Sunday time, and
- (b) any allowance representing the difference between their classified rate and the ordinary rate applicable to them whilst acting in a grade higher than their own.

Where through bona fide illness or approved leave, payment less than the Guaranteed Payment is due, the payment shall be the Guaranteed Payment less the amount which would have been payable had the Employee performed duties during the absence. Provided that if the latter amount cannot be determined the deduction shall be of one day's ordinary hours for each day's absence.

Where Employees are absent from duty without pay on account of other than bona fide illness or approved leave the guarantee payment shall not apply.

121.2 In the event of a decrease in the amount of traffic offering, in so far as train drivers are concerned, the Employer may apply to the Commission to be relieved from compliance with this clause generally or in relation to a particular depot.

Where the decrease in the traffic offering is caused by strike by any train driver or by the failure of the Employees to perform any work allotted to or available for them during the period or by the cessation of traffic for a period exceeding 21 days the Guaranteed Payment shall not apply.

- 121.3 The Guaranteed Payment, for other than train drivers, is not payable in the case of strike by other Employees or where work is unavailable for a period exceeding one week (7 consecutive days) because of a strike or lock out of other Employees or other workers. In the latter event any of the parties may apply immediately to the Commission for an exemption or variation of this clause considered justified by the actual circumstances.
- 121.4 This clause applies to time worked on ordinary Shifts only. Time worked on excess Shifts shall be paid for in addition to the Guaranteed Payment.

122 WORKING ON BOOK OFF DAY

- 122.1 Train Crew who have been booked off for the day and are called upon to take up duty on that day shall be given at their residence 24 hours notice of their requirement for duty, or shall be paid time and a quarter for the whole Shift.
- 122.2 Operational Wages Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half. Where another day off in lieu is granted, working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of this Section 4.
- 122.3 A book off day shall be of at least 24 hours duration (with the exception of Intercity and CountryLink Drivers who will retain the conditions outlined within the CityRail Drivers Rostering and Working Arrangements and CountryLink Drivers Rostering and Working Arrangements), with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.
- 122.4 Guards and Operational Wages Employees, who are not working a regular rostered job, cannot be booked off unless they have ceased, or are to cease work on the day, before 1000. When so booked off they cannot recommence duty prior to 0600 the following day.
- 122.5 Notice that Employees are booked off for the day shall be given to Employees wherever possible on the previous day, and, in any case, not later than 1000 on the day off, and notice shall also where practicable, be sent to their homes on the day previous to that day.

123 LIMITS OF SHIFTS

- 123.1 Drivers of suburban electric services shall not be rostered to work more than 8 hour 33 minute Shifts inclusive of crib time. Train Drivers on other passenger services shall not be rostered on for more than 10 hours on a Shift.
- 123.2 For Train Drivers, where the rostered working cannot be adhered to because of trains running out of course and it is reasonably practicable to do so, arrangements shall be made to relieve the Train Drivers either on route or on arrival at terminal points so as to avoid, if possible, a working Shift in excess of 11 hours.

- 123.3 For Train Drivers, no Shift shall, except where necessary to enable them to make up their time to ordinary fortnightly hours, be less than 5 hours.
- 123.4 InterCity Drivers shall not be rostered to work Shifts which exceed 370 kilometres, more than 4 times in any week, nor shall they be rostered to work in excess of 8 hours in traffic on such Shifts. Upon arrival at the terminal point of the train worked they shall be relieved.
- 123.5 Rosters in the Suburban Electric Service shall not consist of more than 4 ordinary Shifts per fortnight in excess of 193 kilometres and up to and including 217 kilometres. Two hundred and seventeen kilometres is the maximum distance which can be incorporated into Suburban Electrical Service rosters.
- 123.6 Where shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply, provided that CountryLink Drivers at their discretion may accept additional Shifts provided that occupational health and safety standards are not exceeded.
- 123.7 Guards may be rostered to work more than 10 hours but not more than 11 hours provided that they:
- (a) return home by working one Shift instead of booking off for rest away from their home station; or
 - (b) will not, in any case, after arrival at the rostered terminal, with the train they were rostered to run, be required to perform any duty other than that for which they were rostered.
 - (c) excepting in the case of an accident, emergency or unforeseen or practically unavoidable event, straight Shifts worked by guards shall be completed within 11 hours, except in cases where, if relief was not provided, the rostered run can be completed within 12 hours.
- 123.8 Operational Wages Employees whose ordinary hours of labour are 76 hours per fortnight or less shall not be rostered to work more than 9 hours on any one Shift unless agreement is reached in accordance with the provisions of Clause 29 (Hours of Work) .
- 123.9 For On Board Services Employees, the maximum rostered Shift will be 11 hours, except in agreed circumstances, which are to be agreed to by the Employer and the relevant Unions, with the Shifts required to be worked identified.
- 123.10 No time paid for travelling, waiting and walking, whether carrying an Employer's kit or not after the conclusion of actual work on a Shift shall be taken into account in determining the limit of a Shift.

124 BROKEN SHIFTS

- 124.1 A broken Shift is one during which Employees are released from duty for other than meal breaks and consists of 2 parts, which, except in cases of accident or unavoidable necessity, shall be completed within 12 hours and must comply with legislative requirements.
- 124.2 Employees working a broken Shift who have intervals in the day time (i.e. between the hours of 0600 and 2000) shall be booked off for not less than 2 hours; where any such interval is in the night time (i.e. between the hours of 2000 and 0600) the booking off shall

be for not less than 4 hours. Such times are to be exclusive of any allowances prescribed for signing on or off duty.

- 124.3 Where any such interval extends over the day time and night time, then the period in which the greater part of the interval occurs shall determine the length of the interval due. Where the parts are equal then the period in which the Shift finishes shall determine the interval due.
- 124.4 Guards working a broken Shift may be booked off for not less than one and a half hours, during the day time, at the home station. They may be booked off for not less than 2 hours during the day time, when away from the home station and 4 hours of a night time irrespective of whether at the home station or away.
- 124.5 Where Train Crew working a broken Shift are booked off away from the home station, payment shall be made at the rate of one-half the interval time subject to a minimum payment of one hour.
- 124.6 Train Crew shall be paid a minimum of one day's pay when required to work a broken Shift. Operational Wages Employees shall be paid for all time worked in excess of a spread of 10 hours at the rate of time and a half.
- 124.7 This clause shall not apply to work provided for in Sub-clause 119.1 of Section 4 referring to Shifts of less than 4 hours duration.
- 124.8 Home stations include temporary home stations in the case of Employees temporarily transferred.

125 TIME ALLOWANCES

- 125.1 The time allowed to Train Crew for preparation and/or stabling and/or other requirements shall not be less than a time determined by actual tests carried out by the Employer and a representative nominated by the Local Employee Representative concerned.
- 125.2 Where the times have been fixed, they shall remain in force so long as the duties and conditions remain unaltered.
- 125.3 To meet special conditions pertaining in particular localities the Employer, either of its own volition or at the request of the Local Employee Representative may carry out additional tests in like manner as provided in this clause for the purpose of determining the times to be allowed at such localities.

126 OVERTIME

- 126.1 All time worked in excess of the hours prescribed within Clause 29 (Hours of Work) shall be overtime.
- 126.2 Within each 24 hour period, overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, calculated from the commencement of work on any day.
- 126.3 Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 116):

- (a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid at time and one half;
 - (b) if commenced after 11 or more ordinary hours of work shall be paid for at double time.
- 126.4 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.
- 126.5 An excess Shift is a Shift worked in excess of 9 or 10 Shifts for the fortnight depending upon whether an Employee is on a 19 or 20 day four week cycle, i.e. Shifts in excess of the usual maximum number of Shifts that can be worked for the ordinary fortnightly hours.
- 126.6 Operational Wages Employees and Train Crew working a 19 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 11 hours and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 126.7 Operational Wages Employees and Train Crew working a 20 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 10 hours and 36 minutes and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 126.8 When the ordinary hours of duty are worked on 10 or on a less number of Shifts in the pay fortnight and an Employee resumes duty during the currency of the pay fortnight after having been off duty on paid holiday leave, the leave shall be taken into account for the purpose of determining whether or not excess Shifts payable at overtime rates have been worked in the pay fortnight.
- 126.9 Paid leave which is taken after a certain number of Shifts have been worked in a pay fortnight and which leave continues until at least the end of the pay fortnight shall not be taken into account in any way whatsoever for the purpose of ascertaining whether or not excess Shifts have been worked in the pay fortnight.
- 126.10 **Passive Time**
- Time paid to all Employees except Train Crew, for travelling, waiting or walking when not carrying an Employer's kit shall not be taken into account for the purpose of calculating time in excess of ordinary hours for overtime purposes when it eventuates:
- (a) before actual work commences; or
 - (b) after actual work finishes on any straight Shift; or
 - (c) on either portion of a broken Shift; or
 - (d) when it forms no part of a Shift.
- 126.11 On Board Services Employees shall, for all Shifts not included in their master rostered Shifts in a particular fortnight, be paid at the rate of time and one half for the first 7 hours and 36 minutes and double time thereafter, for any Shift so worked. This provision shall not apply where Passenger Attendants have arranged to exchange the Shift at their mutual convenience.

- 126.12 Operational Wages Employees whose hours are restricted to 76 hours per fortnight Monday to Friday shall be paid an overtime rate of double time for all overtime worked after 12 noon on a Saturday.
- 126.13 Passenger Attendants shall, for all time worked in excess of 7 hours and 36 minutes on a Saturday, be paid for such excess at the rate of double-time.
- 126.14 All time worked on a Sunday shall be payable at the rate of double time.
- 126.15 Guards and Operational Wages Employees who are not restricted to 76 hours per fortnight Monday to Friday shall be paid for all overtime, i.e. after 7 hours 36 minutes or 8 hours from time signed on, worked on a Saturday at the rate of double-time.
- 126.16 CountryLink Customer Attendants and Senior Customer Attendants who are approved to work overtime in excess of 80 or 72 hours (152 hours per month) will be paid at the rate of time and one half for excess hours worked except that:
- (a) overtime worked in excess of 8 hours in any one Shift will be at the rate of time and one half for the first 3 hours and double time thereafter;
 - (b) overtime between 12 midnight Friday and 12 midnight Saturday will be paid an overtime rate of time and one half for the first 3 hours and double time thereafter.
 - (c) overtime between 12 midnight Saturday and 12 midnight Sunday will be paid an overtime rate of double time.

127 EXCESS TRAVELLING TIME

- 127.1 Employees, other than relief Employees and Guards, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.
- 127.2 All Employees required to undertake training courses or courses of a like nature at locations other than their home station shall be paid at single rates for any time taken in travelling to and from the training location in excess of that usually taken in travelling from their home to their regular place of employment.

128 TRAVELLING TIME

- 128.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours. Circumstances contained within the CityRail Drivers Rostering and Working Arrangements, or the CityRail Guards Rostering and Working Arrangements, or the CountryLink Drivers Rostering and Working Arrangements, shall be treated in accordance with the payments specified in those arrangements.
- 128.2 Employees shall not be entitled to payment for any travelling or resting time when they are:

- (a) transferred from their home station at their request, except in the case of promotion; and
 - (b) transferred due to strike conditions.
- 128.3 Travel time, for other than On Board Services Employees and Train Crew who shall be paid in accordance with their passive time agreement, is paid at ordinary time, except on Sundays when the rate shall be time and one half.
- 128.4 On Board Services Employees shall be paid all time in travelling and waiting on duty, but this time will not be used in the calculation of overtime.
- 128.5 On Board Services Employees who are required to book off for 7 hours or more en-route and are required to rest in travelling barracks, will be paid for all time booked off at ordinary rates.

129 TRAVELLING AND INCIDENTAL EXPENSES

- 129.1 Employees, unless otherwise provided for in this clause, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station and/or residence daily, shall be paid expenses as set out at item 10 of Schedule 4B.

Where incomplete days are involved, reimbursement shall be paid on a 'service entitlement' basis as set out at item 11 of Schedule 4B for:

Breakfast;

Lunch;

Dinner;

Bed.

- 129.2 Employees working to a non-shiftwork roster shall receive the expenses in Clause 129.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a shiftwork roster at the same place. Thereafter the daily rate as set out at item 13 of Schedule 4B shall apply per day.

- 129.3 Where incomplete days are involved, reimbursement shall be calculated on a 'service entitlement' basis as set out at item 14 of Schedule 4B for:

Breakfast;

Lunch;

Dinner;

Bed.

- 129.4 A 'service entitlement' will be calculated as follows:

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

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

- Dinner Depart home station before 1830 or return thereto after 1830.
- Bed Depart home station before 0100 or return thereto after 0100.
- 129.5 On Board Services Employees, who are required to utilise “barracks” at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 4B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.
- 129.6 CountryLink Drivers, who are required to utilise “barracks” at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 4B per each completed multiple of 8 hours or part thereof, calculated from the time of signing on to the time of signing off at the home station.
- 129.7 Train Crew and On Board Services Employees when away from their home station over 10 hours and up to 16 hours but not booked off to rest away from their home station, shall be paid the sum as set out at item 16 of Schedule 4B. The time for this payment shall be computed from the time of signing on at the home depot to signing off at the home depot.
- 129.8 Guards and On Board Services Employees, when away from their home station over 16 hours but not “booked off” to rest away from their home station, shall be paid as expenses the sum as set out at item 17 of Schedule 4B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.
- 129.9 Train Crew who are required to attend for duty for a trip for which they are booked and which, if worked, would necessitate them being ‘booked off’ for rest away from their home depot and who are ready, willing and available to work such trip or a similar trip but they are not required to do so and are not given two hours or more notice of the cancellation or alteration at their place of residence, irrespective of whether the Employee resides within the recognised calling area or otherwise shall be paid as set out at item 18 of Schedule 4B as a “box” allowance.
- 129.10 Train Crew and On Board Services Employees who are transferred temporarily from one station or depot to another, unless at their own request, and such transfer necessitates them living temporarily away from their regular place of residence, shall be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days for so long as they remain on transfer to the station or depot. When away from their temporary home station they shall be paid expenses as provided.
- 129.11 Operational Wages Employees, who are on the general or roster relief staffs (including Employees acting on same) shall, when engaged on work which does not permit them to return to their home station and/or residence daily, be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days applying the times of Sub-clause 129.4.
- 129.12 Operational Wages Employees engaged on work away from their home stations but able to travel from and to their home station daily shall, if absent from their home station over 10 hours calculated from the time of signing on at the home depot to signing off at the home depot, be allowed as expenses as set out at item 21 of Schedule 4B.
- 129.13 Operational Wages Employees required to work more than 2 hours overtime immediately after finishing ordinary time and with less than 24 hours notice, shall be paid a meal allowance as set out at item 20 of Schedule 4B, where no meal is supplied by the Employer.

129.14 Any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed shall be granted upon application such additional amounts as the Employer approves.

130 PENALTY RATES NOT CUMULATIVE

Wherever time worked is required to be paid for at more than ordinary rates, such time shall not be subject to more than one penalty but shall be subject to the penalty which is to the Employee's greatest advantage.

131 RIGHT TO DEDUCT PAY

131.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of a strike or lockout by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.

131.2 The Employer shall issue Employees with written notification of the stand down.

131.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.

131.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.

131.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.

131.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice they are required to give to the alternate Employer, provided that it does not exceed one week.

131.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.

131.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.

131.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

132 ALLOWANCES

132.1 Barracks Occupation Allowance

Section 4 - Operations

Train Crew and On Board Services Staff, who are required to utilise “barracks” at a foreign location, shall be allowed the amount as set out at item 22 of Schedule 4B for each such occasion except where the Employee is booked off at Sydney, to rest at barracks when the amount as set out at item 23 of Schedule 4B shall be paid.

132.2 Held Away From Home Allowance

- (a) Train Crew and On Board Services Staff who occupy barracks or alternative Accommodation at a foreign location as a requirement of their rostered train working, shall be paid for all time in excess of 10 hours at single ordinary time. This allowance is not paid as time worked nor shall it be payable when detentions eventuate through derailments, floods, washaways, fires or strikes.
- (b) This allowance shall not be payable in respect of any time during which Employees are otherwise allowed payment for time worked or for passive time associated with time worked.
- (c) Where the working to and from the foreign station is at a higher rate than the Employees normal classified position this allowance will also be at the higher rate.
- (d) For Train Drivers, special conditions applying within the CityRail Drivers Rostering and Working Arrangements or the CountryLink Drivers Rostering and Working Arrangements, shall apply.

132.3 Dirty Work

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 26 of Schedule 4B.

132.4 Security

Guards employed within a Shift in charge of suburban or inter-urban passenger trains, in the Sydney or Newcastle areas, and who are trained, ready, willing and available to carry out duties which involve agreed semi-security functions such as surveillance and patrolling of carriages etc, shall be paid an allowance as set out at item 24 of Schedule 4B for each such Shift.

132.5 Cab Allowance

- (a) Guards on suburban electric trains shall be paid the amount as set out at item 25 of Schedule 4B per Shift for all rostered Shifts for which they are ready, willing and perform all the functions required of the position.
- (b) Drivers, when regularly employed on suburban electric services and inter urban electric passenger services shall also be paid the amount as set out at Item 25 of Schedule 4B.

132.6 Kilometrage Payments

- (a) InterCity Train Crew, shall be credited for the distance run on the basis of the following table and the payment will cover all duties normally associated with the service:

Time to be credited

161 kilometres and up to and exclusive of 193 kilometres	5hrs
193 kilometres and up to and exclusive of 225 kilometres	6hrs

225 kilometres and up to and exclusive of 257 kilometres	7hrs
257 kilometres and up to and exclusive of 290 kilometres	8hrs
290 kilometres and up to and exclusive of 322 kilometres	9hrs
322 kilometres and up to and exclusive of 338 kilometres	10hrs
338 kilometres and up to and exclusive of 354 kilometres	10hrs 30mins
354 kilometres and up to and exclusive of 370 kilometres	11hrs
370 kilometres and up to and exclusive of 386 kilometres	11hrs 30mins
386 kilometres and up to and exclusive of 402 kilometres	12hrs
402 kilometres and up to and exclusive of 418 kilometres	12hrs 30mins
418 kilometres and up to and exclusive of 435 kilometres	13hrs
435 kilometres and up to and exclusive of 451 kilometres	13hrs 30mins
451 kilometres and up to and exclusive of 467 kilometres	14hrs
467 kilometres and up to and exclusive of 483 kilometres	14hrs 30mins
483 kilometres and up to and exclusive of 499 kilometres	15hrs
499 kilometres and up to and exclusive of 515 kilometres	15hrs 30mins
515 kilometres and up to and exclusive of 531 kilometres	16hrs
531 kilometres and up to and exclusive of 547 kilometres	16hrs 30mins
547 kilometres and up to and exclusive of 563 kilometres	17hrs
563 kilometres and up to and exclusive of 579 kilometres	17hrs 30mins
579 kilometres and up to and exclusive of 595 kilometres	18hrs
595 kilometres and up to and exclusive of 612 kilometres	18hrs 30mins
612 kilometres and up to and exclusive of 628 kilometres	19hrs
628 kilometres and up to and exclusive of 644 kilometres	19hrs 30mins

Any extension of this table shall be of the same construction as the table.

- (b) Time credited in excess of time worked is to stand alone and not to be included in the computation of overtime.
- (c) In computing the payment due for less than 161 kilometres, all time associated with the Shift, including excess travelling time, is to be taken into consideration.
- (d) Train Crew required to work a train for 161 kilometres or more shall, in addition to their minimum payment, be paid for any other duties not associated with that working.
- (e) A 'double' means a Shift worked by Train Drivers when working on a passenger train from their home station to another station and return and the total kilometreage exceeds 257 kilometres, provided that a minimum period of 30 minutes is rostered at the turn-round point during which train drivers can have a meal.
- (f) Train Drivers working a double shall be relieved upon arrival at the terminal point on the return trip where the spread of a Shift exceeds 10 hours.
- (g) Train Drivers, other than when driving a suburban electric train, shall not be required to work a Shift more than 4 times in any one week where the distance of the run in the Shift exceeds 370 kilometres.
- (h) Train Drivers working in excess of 370 kilometres on a Shift shall be relieved upon arrival at the terminal point of the train worked.
- (i) Except in the case of accident or unavoidable necessity, the rostered working of Train drivers shall not exceed 8 hours in traffic if the distance to be worked in the Shift exceeds 370 kilometres.

- (j) Train Crew shall be paid a minimum of 8 hours on completion of a trip of 209 kilometres, and at the rate of time and one half for all time worked in excess of 209 kilometres in any Shift worked on suburban electric trains. The time paid for at penalty rates shall stand alone and not be included in the computation of overtime.
- (k) Where a Guard's Shift is worked on trains, payment is to be allowed in accordance with the scale based on the total kilometres worked during the Shift.
- (l) Except in cases of unavoidable necessity or accident a driver of suburban electric services shall not be required to work a suburban electric train in excess of 217 kilometres in a Shift.

132.7 CountryLink Drivers will be credited for the distance travelled on any particular Shift on the basis of the following table and payment will cover all duties normally associated with this service.

Distance Travelled (klm)	Time Credited (hrs)	Distance Travelled	Time Credited (hrs)
161 to 290	8.00	595 to 612	14.45
290 to 370	9.00	612 to 629	15.15
370 to 386	9.15	629 to 646	15.30
386 to 402	9.30	646 to 663	16.00
402 to 418	10.00	663 to 680	16.30
418 to 435	10.30	680 to 697	16.45
435 to 451	10.45	697 to 714	17.15
451 to 467	11.15	714 to 731	17.30
467 to 483	11.30	731 to 748	18.00
483 to 499	12.00	748 to 765	18.30
499 to 515	12.30	765 to 782	18.45
515 to 531	12.45	782 to 799	19.15
531 to 547	13.15	799 to 816	19.30
547 to 563	13.30	816 to 833	20.00
563 to 579	14.00	833 to 850	20.30
579 to 595	14.30	850 to 867	20.45

133 COUNTRYLINK DRIVERS

- 133.1 In the event of out of course working, CountryLink Drivers rostered for shed work will be required to relieve incoming CountryLink Drivers where Shift limits may be breached.
- 133.2 CountryLink Drivers, shed working will include conveying of empty cars to other maintenance depots.
- 133.3 When CountryLink Drivers come from a foreign location and are stabling or securing trains at the end of Shifts at a maintenance depot the drivers will sign off at that maintenance depot. CountryLink Drivers signing on to work revenue services out of a maintenance depot the Driver will sign on at the maintenance depot the train is departing.
- 133.4 When CountryLink Drivers sign on or off at the Sydenham Maintenance Depot, taxis will be provided for travel by the drivers to and from the rest location.
- 133.5 Acceptance of "OK" for service certificates for services departing out of maintenance depots will require CountryLink Drivers to check cab safety equipment and cab amenities.
- 133.6 When arriving at Sydney Terminal CountryLink drivers will be required to secure their train at the platform and report to the Sign-On Room and pick up any correspondence or information pertaining to the service that they are to work. (In the event of services

departing late from the depot, Sign-On Staff will deliver information to the driver to avoid unnecessary delays to services).

- 133.7 CountryLink Drivers will not be relieved on arrival at Sydney when working Shifts that exceed 370 kilometres. Normal Shift limits will apply when working services into Sydney Yard at the completion of Shifts.
- 133.8 As part of their ordinary working, CountryLink Drivers will work empty car sets to and from the maintenance depot at the commencement and end of Shifts. The driver will only be required to work the empty cars to the first maintenance depot where the train is stabled.
- 133.9 Where Shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply. CountryLink Drivers at their discretion may accept additional Shifts provided that occupational health and safety standards are not exceeded.
- 133.10 Except for revenue services arriving into Sydney from foreign locations all other Shifts will comply with Sub-clause 132.6(i) of this Section 4. In the case of revenue services arriving into Sydney the rostered working of a CountryLink Driver may exceed 8 hours in traffic, even though the distance travelled on a rostered Shift exceeds 370 kilometres.
- 133.11 CountryLink Drivers arriving at a country location may be required to perform duties associated with the train for a period of up to 30 minutes which will be paid in addition to kilometreage payments. This provision does not include operations normally associated with preparation and stabling of trains.

134 COUNTRYLINK DRIVERS - OTHER CONDITIONS

- 134.1 Competency based training and assessment for CountryLink Drivers will be developed and introduced by agreement with the applicable Union.
- 134.2 The wearing of a tie with the uniform will be optional for each driver. CountryLink Drivers must wear a name badge whilst operating services outside maintenance centres.
- 134.3 CountryLink drivers in selected depots will be trained, as required, on a voluntary basis in systems of safe working and road training to enable them to relieve in out-lying depots.
- 134.4 CountryLink drivers will operate the external train door locking equipment on all CountryLink XPT services.
- 134.5 CountryLink Operations Standards Managers may pilot CountryLink drivers in the event of an operational emergency provided that no suitably qualified driver is available.

135 HIGHER GRADE

- 135.1 Employees when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 135.2 When Employees act in higher grades for which wage rates are provided according to years of service, they shall, from the date they accumulate 12 months service on such acting work, but no earlier than 12 months from the date the acting rate was first paid, be paid the wage rate prescribed for the second year and, after having accumulated 2 years

acting service under similar conditions, the third year's wage rate where it is provided and so on.

- 135.3 Train Drivers, when required to act in other wages classifications or as an Operations Standards Manager on any overtime Shift shall be paid overtime penalties in accordance with the overtime provisions of this Section 4 as they pertain to Train Drivers. Additionally, the Shift work provisions applicable to Train Drivers shall continue to apply irrespective of the class of work being performed.
- 135.4 On Board Services Employees, Guards and Operational Wages Employees, who are engaged for 2 hours or more in a higher graded capacity within a Shift shall be paid the full Shift at the appropriate rate of pay. If engaged for less than 2 hours they shall be paid such rate for the time so worked.
- 135.5 On Board Services Employees, Guards and Operational Wages Employees ordered to act in, or to relieve or to act for another person in a lower grade shall not have their pay reduced whilst so employed, except in cases of punishment or where, by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

136 TRAIN DRIVERS EXCLUDING COUNTRYLINK

136.1 Working New Years Eve/Easter Show/National Rugby League Grand Final

- (a) **Shift Limits:** Diagram sign ons between the hours 0500 hours to 1700 hours maximum Shift limit of 9 hours.33 minutes. Between 1701 hours and 0459 hours' maximum Shift limit of 8 hours.33 minutes.
- (b) **Rostered Kilometres:** Diagram sign ons between 0500 hours and 1700 hours, maximum 275 kilometres. Between 1701 hours 0459 hours maximum 217 kilometres. These arrangements to operate on the same basis as Sub-clause 136.1.
- (c) The working arrangements detailed in Sub-clauses 136.1 and 136.1(b) will not be used as a precedent in any future discussions on Shift limits or kilometres and no application for any increases in Shift limits or kilometre limits outside the changes contained in this Agreement will be made by RailCorp without agreement by the Union.
- (d) **Kilometreage Payments:** Kilometreage payment when reaching 209 kilometres to remain as is at present.
- (e) **Personal Needs Break:**
- (i) Diagram sign ons between 0500 hours and 1700 hours will include 10 minutes off train when driving related duties exceed 3 hours prior to and after crib. The 10 minutes break is to be exclusive of walking times and be in a recognised meal room / stand-by room.
- (ii) Diagram sign ons between 1701 hours and 0459 hours will include 10 minutes off train when driving related duties exceed 3 hours after crib, the 10 minute break is to be exclusive of walking times and be in a recognised meal room / stand-by room.

- (f) **Stand-by:** Sign ons between 0500 hours and 1700 hours, rostered 7 hour 36 minute Shift, able to work up to 9 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Sign ons between 1701 hours and 0459 hours, rostered 7 hours 36 minutes Shift are able to work up to 8 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Drivers rostered for stand-by and work a Shift that exceeds 209 kilometres are to be paid the kilometreage payment.
- (g) **Sector Four:** Drivers signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a driver to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (h) **Kilometre Jobs:** A maximum of 6 Shifts in excess of 193 kilometres per fortnight with a maximum of 4 in any one week.
- (i) **Crib:** Sign ons between 0500 hours and 1700 hours will include a crib to be partaken between the third and sixth hour on duty. Sign ons between 1701 hours and 0459 hours will include a crib to be taken between the third and fifth hour on duty.
- (j) New Years Eve conditions are as detailed in Sub-clauses 136.1 to 136.1(i) and Lift up Lay back will be paid on New Year's Eve, and will operate from the Master Roster sign on time for that day. Penalty provisions, where applicable will be paid in accordance with custom and practice.
- (k) For:
- * Easter Show
 - * National Rugby League Grand Final

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

136.2 Sector Crewing

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

136.3 Straight 6 Hour Shift

- (a) Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. The maximum limit of 217 kilometres will remain. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train during the Shift and would be taken between second and fifth hour at a recognised relief point.
- (b) When day to day reprogramming occurs drivers are not required to work in excess of the 6 hour Shift limit unless there is a mutual agreement reached between the supervising officer and the Driver.

- (c) Straight six hour Shifts without crib will attract 8 hours payment for the Shift. Where a Driver works in excess of the 6 hours, the time worked will be paid as overtime at the appropriate penalty in addition to the 8 hours. Weekend penalties will apply to the 8 hour payment where applicable.

136.4 **Standard Notification of Absence and Resumption of Duty from Leave for Drivers**

Drivers who are absent from duty due to sickness, sickness in family or other out of course absences must advise the rostering officers of their ability to return to duty for their next Shift as indicated:

- (a) All AM sign-ons must be notified before 2pm on the previous day.
- (b) All PM sign-ons must be notified prior to 8 am on the day of resumption.
- (c) Advice such as "sick one day" will no longer be accepted. All absentees must report to rostering staff of their availability to return to duty.
- (d) Drivers who "relinquish duty balance of Shift" will be required to report fit for duty as above.

136.5 **Relief Rosters**

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

136.6 **Drivers Scheduling, Rostering and Assignment Principles**

When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the Union will be in attendance.

136.7 **Train Status Report**

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

136.8 **Consultative Forums**

The Employer will meet the cost of releasing agreed delegates to attend the above mentioned forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

137 **CITYRAIL TRAIN GUARDS – OTHER CONDITIONS**

137.1 **Working New Years Eve/ Easter Show and NRL Grand Final**

- (a) **Shift Limits:** Roster sign ons between the hours 0400 hours to 1800 hours maximum Shift limit 10 hours 5 minutes. Between 1801 and 0359 hours maximum Shift limit 9 hours 5 minutes.

- (b) The working arrangements detailed in Sub-clause 137.1(a) above will not be used as a precedent in any future discussions on Shift limits and no application for any increases in Shift Limits outside the changes contained in this Agreement will be made by RailCorp without agreement by the Union.
- (c) **Break Between Shifts:** When rostered for extended Shifts between 9 hours 30 minutes and 10 hours 5 minutes the break between Shifts will be a minimum of 12 hours.
- (d) **Stand-bys:** Sign ons between 0400 hours and 1800 hours, rostered 7 hours 36 minutes Shift able to work up to 10 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard. Sign ons between 1801 hours and 0359 hours, rostered 7 hours 36 minutes Shift able to work up to 9 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard.
- (e) **Crib:** Rostered for crib between second and sixth hour of Shift.
- (f) **Personal Needs Break:** 10 minutes off train after crib if on train in excess of 3 hours. The 10 minute break is to be exclusive of walking times and be in a recognised meal room.
- (g) **Kilometre Payment:** For all ETR Shifts in excess of 209 kilometres regardless of time worked.
- (h) **Sector Four:** Guards signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a guard to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (i) For New Years Eve conditions as detailed in Sub-clauses 137.1(a) to 137.1(h) will apply.
- (j) For other Special Events:-
- * Easter Show
 - * National Rugby League Grand Final
- New Years Eve working conditions as detailed in Sub-clauses 137.1(a) to 137.1(h) will apply, subject to a maximum Shift of 9 hours 35 minutes.
- (k) **Sector Crewing**
- Rosters shall be compiled to ensure that sufficient trips are included in each of the sectors in the system to maintain guards road knowledge.
- Guards rosters shall be compiled to provide for the entry and exit of other sectors to occur outside the peak hours which are as follows, a.m. peak 0600 hours to 0900 hours, p.m. peak 1500 hours to 1830 hours.
- (l) **Straight 6 Hour Shift**
- Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train

during the Shift and would be taken between the second and fifth hour at a recognised relief point.

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

137.2 **Standard Notification of Absence and Resumption of Duty From Leave for CityRail Train Guards**

CityRail train guards who are absent from duty due to sickness, sickness in family or other out of course absences must advise the rostering officers of their ability to return to duty for their next Shift as indicated:

- (a) All AM sign-ons must be notified before 2pm on the previous day.
- (b) All PM sign-ons must be notified prior to 8 am on the day of resumption.
- (c) Advice such as "sick one day" will no longer be accepted. All absentees must report to Rostering staff of their availability to return to duty.
- (d) CityRail train guards should in all cases report fit for duty to the guards rostering officer. If the guards rostering officer's telephone is busy an alternative number is provided 1800 240 044 between the hours of 0600 and 1400.
- (e) Guards who relinquish duty "balance of shift" will be required to report fit for duty as above.

137.3 **Standby Hours for InterCity Train Guards**

InterCity standby guards will be available up to 10 hours work if required to cover any InterCity roster which is open due to sickness or staff shortages or InterCity services when severe service disruption occurs within InterCity corridors.

InterCity standbys cannot be used for suburban services or empty trains after 7 hours thirty six minutes on duty except by mutual agreement.

137.4 **Standard Guard's Arrangements for Lift up/Lay Back**

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

137.5 **CityRail Train Guards' Depot Relief Ratios**

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

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

137.6 **CityRail Train Guards Advising as to Availability for Overtime Shifts**

CityRail train guards will advise of their non-availability to work their Rostered Day Off by telephone or writing prior to 9.00am on Tuesday before the roster is posted. No prior advice means they must be prepared to work any overtime Shift allotted by Rostering staff

on the posted roster. After the roster is posted any additional overtime which was not shown on the posted roster can be accepted by mutual agreement.

137.7 CityRail Consultative Forums

When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the union will be in attendance.

The Employer will meet the cost of releasing agreed delegates to attend the consultative forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

137.8 Public Holiday Conversion Allotment

Public holiday conversion is to be progressively phased out following mutual agreement between the parties on agreed time frames for the notification to guards of a requirement for them to work on public holidays.

Allotment of work should be on a rotational basis to ensure equal exposure to holiday working.

138 SIGNALLERS/AREA CONTROLLER – OTHER CONDITIONS

138.1 Should it be identified that classification increases are warranted as a result of new infrastructure or increased responsibility, the appropriate remuneration and grading will be determined prior to the operation of revenue services.

138.2 Weekend rostering is to be implemented for public holidays at those locations where normal Monday to Friday rostering currently applies.

138.3 Additional Shifts in metropolitan locations when rostered for overtime required for altered working will be allocated for up to 10 hours but not less than 8 hours, with the commencement time determined by the scheduled work and not standard Shift time. All operational staff employed in signal boxes must be certified in appropriate safeworking procedures.

138.4 Where there is an identified reduction in workload on any given Shift the parties will examine the appropriateness for adoption of dual control of signalling panels with infrastructure changes where necessary. Where there is an increase or decrease in workload that warrants positions being reviewed, the parties will conduct a review.

138.5 The parties are committed to the development and introduction of a competency based training program for signallers.

138.6 The Memorandum Of Understanding for special train notices (STN's) will read as follows:

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

139 RATES OF PAY, ALLOWANCES AND EXPENSES

139.1 The rates of pay are set out in Schedule 4A.

139.2 Allowances and expenses are contained in Schedule 4B.

139.3 Trainee Drivers

- (a) Trainee drivers with no previous train driving experience shall be paid the trainee rate of pay until qualified as a driver. Upon qualification as a driver, the Employee shall complete the remainder of their first year on the completion rate of pay.
- (b) The Employer will apply recognition of prior learning experience in determining the post-trainee rates of pay for any driver who has been previously employed as a driver with RailCorp or another rail organisation.

139.4 Trainee Guards

- (a) Trainee Guards shall be paid the trainee rate of pay until qualified as a Guard. Upon qualification as a guard the Employee shall complete the remainder of their first year on the completion rate of pay.
- (b) The Employer will apply recognition of prior learning experience in determining the post-trainee rates of pay for any guard who has been previously employed as a guard with RailCorp or other rail organisation(s).

139.5 Signallers

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

140 ASSESSMENT PROCESS - CITYRAIL TRAIN DRIVERS AND GUARDS

140.1 Where a Train Driver is assessed as not being able to demonstrate the required level of competence RailCorp will determine whether the driver will need to be removed from safeworking duties whilst undertaking remedial training.

140.2 Where a Train Driver is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, RailCorp will redeploy the driver onto other duties.

- 140.3 Subject to 140.1 and 140.2, a Driver will move to the next level in the structure upon the completion of 12 months service in each step of the incremental structure.
- 140.4 Where a guard is assessed as not being able to demonstrate the required level of competence, RailCorp determine whether the guard will need to be removed from safeworking duties whilst undertaking remedial training.
- 140.5 Where a guard is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, RailCorp will redeploy the guard onto other duties.

141 CUSTOMER ATTENDANT LEVEL 2 - COUNTRYLINK STATIONS

Where a location has a requirement for a Customer Attendant Level 2, progression to Level 2 Customer Attendant Qualified is dependent on satisfactory demonstration of competence in the use of the CountryLink reservation systems and completion of on-the-job training. Where there is no requirement for a Customer Attendant Level 2 at a location then the higher rate will not be payable to staff.

142 PART-TIME WORK IMPLEMENTATION COMMITTEE - CITYRAIL TRAIN CREWING

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

- Train Crewing Manager
- HR Manager - Train Crewing
- Secretary or nominee, Locomotive Division, RTBU (Drivers)
- Secretary or nominee, RTBU (Guards)
- ETR or intercity Drivers representative (depending on area under discussion)
- Guards representative

The committee's role is to monitor the introduction of part-time work and resolve any disputes relating to its introduction and on-going application within the train crewing area. The Employee Representative/s on the committee will be paid in accordance with existing policy.

143 SYDNEY YARD EMPLOYEES

- 143.1 Additional shifts when rostered for overtime and required for altered working will be allocated for up to 10 hours with the commencement time determined by the scheduled work and not standard shift time.
- 143.2 All Sydney Yard Employees should be qualified in appropriate safeworking procedures.

SCHEDULE 4A - CLASSIFICATIONS AND RATES OF PAY

CLASSIFICATIONS - SECTION 4 OPERATIONAL WAGES		WEEKLY RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
On Board Services Staff				
	Passenger Attendant	\$696.05	\$723.90	\$752.85
	Senior Passenger Attendant	\$762.90	\$793.40	\$825.15
	Passenger Services Supervisor	\$850.95	\$885.00	\$920.40
Train Crew	Driver 1 Year Trainee	\$939.05	\$976.60	\$1,015.65
	Driver 1 Year Competent	\$943.80	\$981.55	\$1,020.80
	Driver 2nd Year	\$990.15	\$1,029.75	\$1,070.95
	Driver Thereafter	\$1,013.75	\$1,054.30	\$1,096.45
	Driver Trainer	\$1,135.70	\$1,181.15	\$1,228.40
	Principal Driver CityRail	\$1,177.15	\$1,224.25	\$1,273.20
	CountryLink Driver	\$1,070.95	\$1,113.80	\$1,158.35
	Principal Driver CountryLink	\$1,234.40	\$1,283.80	\$1,335.15
	Guard 1 Year Trainee	\$832.35	\$865.65	\$900.30
	Guard 1 Year Completion	\$836.60	\$870.05	\$904.85
	Guard 2nd Year	\$850.60	\$884.60	\$920.00
	Guard Thereafter	\$871.15	\$906.00	\$942.25
	Trainer Guard	\$994.75	\$1,034.55	\$1,075.95
	Principal Guard	\$1,032.85	\$1,074.15	\$1,117.10
Station Operations	Customer Service Attendant Class 1 in Training	\$632.25	\$657.55	\$683.85
	Customer Service Attendant Class 1 Competent (Cleaning)	\$711.65	\$740.10	\$769.70
	Customer Service Attendant Class 2 Competent Mailroom	\$759.25	\$789.60	\$821.20
	Customer Service Team Leader Competent Mailroom	\$827.05	\$860.15	\$894.55
	Customer Service Attendant Class 1 Competent	\$704.55	\$732.75	\$762.05
	Customer Service Attendant Class 2 Competent	\$751.70	\$781.75	\$813.00
	Customer Service Attendant Class 2 in Training	\$726.90	\$756.00	\$786.25
	Customer Service Attendant Class 2 Safeworking	\$778.85	\$810.00	\$842.40

CLASSIFICATIONS - SECTION 4 OPERATIONAL WAGES		WEEKLY RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Customer Service Team Leader Competent	\$818.80	\$851.55	\$885.60
	Customer Service Team Leader Safeworking	\$842.70	\$876.40	\$911.45
	Goods Assistant Class 1	\$620.45	\$645.25	\$671.05
	Head Station Assistant Special Class	\$689.50	\$717.10	\$745.80
	Leading Station Assistant	\$667.35	\$694.05	\$721.80
	Station Assistant Class 1 Sydney Yard	\$651.80	\$677.85	\$704.95
	Sydney Central Customer Service Attendant Level 1	\$682.40	\$709.70	\$738.10
	Sydney Central Customer Service Attendant Level 2	\$741.80	\$771.45	\$802.30
	Sydney Central Customer Service Attendant Level 3	\$775.00	\$806.00	\$838.25
	Sydney Central Customer Service Attendant	\$751.70	\$781.75	\$813.00
	Sydney Central Team Leader	\$818.80	\$851.55	\$885.60
	Customer Attendant Level 1	\$682.40	\$709.70	\$738.10
	Customer Attendant Level 2 Qualified	\$704.40	\$732.60	\$761.90
	Senior Customer Attendant Level 3	\$775.00	\$806.00	\$838.25
	Station Assistant Class 1	\$602.40	\$626.50	\$651.55
	Redfern Intelligence Liaison Officer	\$915.00	\$951.60	\$989.65
	Redfern Intelligence Liaison Officer - Team Leader	\$958.10	\$996.40	\$1,036.25
Rolling Stock	Fleet Operator XPT	\$874.40	\$909.40	\$945.80
Operations	Trainee Signaller	\$717.55	\$746.25	\$776.10
	Trainee Signaller Qualified	\$731.30	\$760.55	\$790.95
	Signaller Grade 1 1st Year	\$770.55	\$801.35	\$833.40
	Signaller Grade 1 Thereafter	\$825.65	\$858.70	\$893.05
	Signaller Grade 2 1st Year	\$837.95	\$871.45	\$906.30

CLASSIFICATIONS - SECTION 4 OPERATIONAL WAGES		WEEKLY RATE OF PAY EXCLUSIVE OF INDUSTRY ALLOWANCE		
		April 07	April 08	April 09
	Signaller Grade 2 Thereafter	\$864.70	\$899.30	\$935.25
	Signaller Grade 3 1st Year	\$893.40	\$929.15	\$966.30
	Signaller Grade 3 Thereafter	\$927.90	\$965.00	\$1,003.60
	Signaller Grade 4	\$982.80	\$1,022.10	\$1,063.00
	Area Controller Grade 1	\$1,037.95	\$1,079.45	\$1,122.65
	Area Controller Grade 2	\$1,079.40	\$1,122.60	\$1,167.50
	Area Controller Grade 3	\$1,110.50	\$1,154.90	\$1,201.10
	Head Shunter Special Class	\$867.55	\$902.25	\$938.35
	Head Shunter	\$815.40	\$848.00	\$881.90
Security	Transit Officer 1st Year	\$917.60	\$954.30	\$992.45
	Transit Officer 2nd Year	\$951.00	\$989.05	\$1,028.60
	Transit Officer 3rd Year	\$981.20	\$1,020.45	\$1,061.25

SCHEDULE 4B - ALLOWANCES

	1.04.07	1.04.08	1.04.09
Item 1 Industry Allowance	\$44.95 per week.	\$46.75	\$48.60

SHIFT WORK

Operational Employees other than Intercity and suburban drivers and guards:

Item 2 Afternoon Shift	\$2.69 per hr.	\$2.80	\$2.91
Item 3 Night Shift	\$3.17 per hr.	\$3.30	\$3.43
Item 4 Early Morning Shift	\$2.69 per hr.	\$2.80	\$2.91
Item 5 Additional loading (Sign on/off at or between 0101 and 0359 Mon. to Fri)	\$3.17 per Shift	\$3.30	\$3.43

Intercity and suburban drivers and guards:

Item 6 Afternoon Shift	\$2.78 per hr.	\$2.89	\$3.01
Item 7 Night Shift	\$3.28 per hr.	\$3.41	\$3.55
Item 8 Early Morning Shift	\$2.78 per hr.	\$2.89	\$3.01
Item 9 Additional loading (Sign on/off at or between 0101 and 0359 Mon. to Fri)	\$3.28 per Shift	\$3.41	\$3.55

TRAVELLING AND INCIDENTAL EXPENSES

General

Item 10 Rate per Day	\$140.40	\$146.00	\$151.85
Item 11 Per service	\$35.10	\$36.50	\$37.95
Item 12 per Meal / Overtime meal	\$8.35	\$8.70	\$9.05
Item 13 after 4 weeks per day	\$123.30	\$128.25	\$133.40
Item 14 per service	\$30.80	\$32.05	\$33.35
Item 15 On Board/ Barracks	\$21.05	\$21.90	\$22.80
Item 16 Over 10 hrs up to 16 hrs not booked off	\$14.10	\$14.65	\$15.25
Item 17 Over 16 hrs not booked off	\$21.05	\$21.90	\$22.80
Item 18 Box Allowance (per trip)	\$2.35	\$2.45	\$2.55
Item 19 Holiday Relief/ Temp Trans.	\$631.75	\$657.00	\$683.30
Item 20 per Meal / Overtime meal	\$14.10	\$14.65	\$15.25

Section 4 - Operations

	1.04.07	1.04.08	1.04.09
Item 21 Absent over 10 hours	\$8.35	\$8.70	\$9.05
OTHER ALLOWANCES			
Item 22 Barracks - Foreign	\$0.30 per occasion	\$0.31	\$0.32
Item 23 Barracks - Eveleigh	\$0.77 per occasion	\$0.80	\$0.83
Item 24 Security (Train Guards)	\$3.95 per Shift	\$4.10	\$4.25
Item 25 Suburban Electrical Service Allowance and InterCity Cab Allowance	\$5.00 per Shift	\$5.20	\$5.40
Item 26 Dirty Work	\$0.78 per hour	\$0.81	\$0.84
Item 27 Transit Officer Meal	\$14.10	\$14.65	\$15.25
Item 28 First Aid Allowance (per shift)	\$2.30	\$2.40	\$2.50
Item 29 OH First Aid Certificate (per shift)	\$3.30	\$3.45	\$3.60
Item 30 Station Disability Allowance (a) (per hr)	\$0.29	\$0.30	\$0.31
Item 31 Station Disability Allowance (b) (per hr)	\$0.58	\$0.60	\$0.62
Item 32 Broken Hill Allowance	\$8.20	\$8.53	\$8.87
Item 33 Climatic Zone	\$11.90	\$12.38	\$12.88
Item 34 Workplace Training & Assessment (per hr)	\$3.26	\$3.39	\$3.52
Item 35 CSA Coaching (per hr)	\$1.22	\$1.27	\$1.32