

SECTION 5 - INFRASTRUCTURE WORKERS /COMMERCIAL

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144 APPLICATION OF SECTION 5

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

145 DEFINITIONS

Civil Discipline for the purposes of Sub-clauses 151.3(i), 157.6 and 157.11 includes Employees to which the following applies:

Railways Traffic, Permanent Way & Signalling Wages Grades Award 2002 – classifications as described in wage levels 1-15 in Part IV.

Government Railways Building Trades Construction Award New South Wales – all classifications which translated through the Job and Work project below Infrastructure Worker 4A.

Construction Work means work on any job upon which the majority of workers are paid under the Public Transport Commission of New South Wales (Construction) Award made by the Industrial Commission of New South Wales in operation as at this date and any award which may be made in substitution thereof.

Construction Worker means any Employee engaged on Construction Work.

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

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

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

Salaried Employees means those Employees classified at Level 4.2 and above and to whom the Salaried Officers (Railways - New South Wales) Award 2002 applies or previously classified as IW3A or above.

Wages Maintenance Employees (Coachmaking) means those Employees previously provided for with the Railways Metal Trades Grades Award 2002 - Part V.

Wages Maintenance Employees (Electrical) means those Employees previously provided for within the Railways Metal Trades Grades Award 2002 – Part IV.

Wages Maintenance Employees (Metal) means those Employees previously provided for within the Railways Metal Trades Grades Award, 2002– Part III.

Wages Maintenance Employees (Miscellaneous) means those Employees previously provided for within the Railways Miscellaneous Grades Award 1960– Part III.

Wages Maintenance Employees (Miscellaneous/Painting) means those employed within the following classifications:- Machine Painter, Painter's Labourer, Car, Carriage or Wagon Builders Assistant, Carriage Trimmer's Assistant.

Wages Maintenance Employees (Miscellaneous/Sawmilling) means those Employees within the followings, classifications:- Machinist in 'A' Grade, Machinist in 'B' Grade, Tool Grinder and Saw Sharpener, Saw Doctor, Circular Saw and Re-Cutting Band Saw Doctor, Ordinary, Puller-Out, Labourer in Sawmill.

Wages Maintenance Employees (Per-Way) means those Employees previously provided for within the Railways Traffic, Permanent Way and Signalling Grades Award 2002 Part IV.

146 RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

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

146.2 Allowances and expenses are contained in Schedule 5B.

147 CLASSIFICATIONS

147.1 General

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

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

147.2 Classifications and Rates of Pay

- (a) The classification structure in relation to infrastructure maintenance Employees contained Schedule 5C is based on competency development and progression including, but not limited, to the following competency streams:
 - (i) Track/Structures
 - (ii) Construction
 - (iii) Carpenters
 - (iv) Signals electrical
 - (v) Signals mechanical
 - (vi) Electrical systems/substations
 - (vii) Line workers (rail traction)

- (viii) Cable jointers
 - (ix) Metals
 - (x) Traffic officers.
- (b) The parties may vary the competency mix in the Employer's competency structures to give effect to improvements and/or to satisfy changes to operational needs.

147.3 **Classifications and Rates of Pay - Workshops, Quarries and Lifts and Escalators**

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

148 **COMPETENCY DEVELOPMENT AND PROGRESSION**

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

149 COMPETENCY ASSESSMENT AND PROGRESSION

- 149.1 The Employer's classification structure and salary system is based upon competencies acquired in line with the Employer's competency structures and Employee training plans. Competence is defined as the consistent application of skills and knowledge to National Competency standards across the full range of conditions.
- 149.2 A new Employee's current competencies will be evaluated against the Employer's competency requirements at the time of selection to help to determine the relevant classification level at which the Employee will be appointed.
- 149.3 Employees will be required to complete the 'gap' competencies at and below their pay level before any further progression can occur.
- 149.4 Employees can request assessment or reassessment of each unit of competence as they feel they have reached the standards.
- 149.5 The Employer will ensure that an Employee will be assessed within 6 weeks of completing an interim application for competency assessment. Under this process the Employee will receive any applicable salary/wage increase on and from the date of assessment. Should any situation arise where an Employee is not assessed within 6 weeks then the applicable salary/wage increase will be made retrospective to 6 weeks after the Employee having completed such application and having been duly assessed as competent.
- 149.6 Employees will be re-assessed according to the competency standards and consistent with rail safety accreditation and other legislative and regulatory requirements.
- 149.7 Employees' performance against national competency standards will be periodically reviewed, consistent with the Employer's Employee performance and development program.
- 149.8 The Employer will assist its Employees to attain nationally recognised qualifications.
- 149.9 Individual training plans for Employees who have completed a competency assessment will be completed within one month of all team members being assessed, in conjunction with a team development plan.
- (i) Competency gaps identified in the initial assessment will be addressed within two years of the initial assessment.
- 149.10 Where an Employee's translation level is less than their substantive pay level, they will retain this pay level on salary maintenance.
- 149.11 No Employee will have their substantive pay reduced as a result of translation to the competency pay structure.
- 149.12 The Employer will also give consideration to long term acting in higher grade in the translation process.

150 ACTING IN A HIGHER GRADE

- 150.1 In recognition of competency based progression up to the specified progression limits in each competency stream, no payment for acting in higher grade will be applicable for acting higher grade for the performance of any competency (irrespective of the qualification level of any competency) that is acquired in connection with competency based progression up to the progression limit. Where competency based progression is available no acting in higher grade is applicable for the performance of any competency up to this level.
- 150.2 Where an Employee performs any higher duty beyond the competency progression limit for a period of 5 or more consecutive working days, payment of the minimum rate at the appropriate level will apply for the entire period, except where an Employee acts in a position of Work Group Leader or in the case of Lifts and Escalators, Team Leader, they will be paid acting in higher grade pay on a daily basis.
- 150.3 Where an Employee acts in a higher grade the conditions appertaining to the calling in which an Employee acts shall be the Employee's conditions whilst so acting

151 REMUNERATION RELATED ISSUES**151.1 Average Pay**

- (a) Average Pay Employees are eligible to be rostered either in accordance with locally agreed rosters, or according to the parameters set out in Sub-clause 153.3.
- (b) The provisions of this Sub-clause apply to Employees who have already elected, or who elect to accept average pay status and to any new Employee classified as an infrastructure worker. A Non Average Pay Employee who is an infrastructure worker can make themselves available for rostered work in accordance with Clause 152 (Rostering Work). Any other Employees are excluded from the provisions of this Sub-clause.
- (c) Average Pay Employees required to work overtime will be paid for such overtime at the rate of double time.
- (d) When an Employee on day work is required to work during the Employee's meal break, the Employee shall be paid at the rate of time and a half until the Employee is allowed the usual meal interval time, unless the Employee is allowed 20 minutes for crib, and is paid overtime for the balance of the meal interval time worked by the Employee.

Provided that when working on a ballast train the time shall not continue for a period of more than one (1) hour.

This Sub-clause 151.2(d) shall not apply in any circumstances to IW Worker (Signal Fitting).

- (e) When an Employee is required to work overtime which precludes the Employee from having at least 8 consecutive hours off duty between the

ordinary ceasing time of one Shift and the ordinary commencing time of the next Shift, the Employee will be entitled to be absent and paid at the same rate of pay received immediately before the commencement of the break, provided that the circumstances permit this, until the Employee has had 8 consecutive hours off duty. However, if the Employer determines that the circumstances prevent such absence being allowed, the Employee may be required to continue working and will be paid at the rate of double time for such portion of the 8 consecutive hours as is worked.

Employees who work more than 8 hours overtime which finishes immediately prior to, or within 4 hours of, their ordinary starting time on a Monday, will be granted either:

- (i) 4 hours resting time upon completion of the overtime work, in which case they will be paid for so much of the 4 hours as occurs after the ordinary commencing time of the Monday Shift; or
- (ii) will be paid at the rate of time and a half for time worked during the ordinary hours of the Monday Shift and time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.

Overtime worked in the circumstances specified in Sub-clauses 151.2(b) and 151.2(c) will not be regarded as overtime for the purposes of this Sub-clause 151.2(e) where the actual time worked is less than 3 hours on such recall or on each such recall.

- (f) When more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee is working on a day the Employee ordinarily has off, before starting to work such overtime the Employee will be allowed a meal break of 20 minutes paid at ordinary rates. The Employer and an Employee may agree to a variation of this provision, provided that the Employer will not be required to make any payment in respect of time allowed in excess of 20 minutes, nor shall the Employer be obliged to make any payment to a tradesperson's assistant when payment is not made to the tradesman whom the Employee assists. This Sub-clause 151.2(f) shall not operate to prevent urgent repairs being effected to vehicles or locomotives at places other than workshops, or to equipment to keep a plant operating, nor shall it apply to Employees on the operating staff.

This Sub-clause 151.2(f) shall not apply in any circumstances to IW Worker (Signal Fitting).

- (g) An Employee who works 4 hours overtime after having had the meal break provided in Clause 151.2(f) will be allowed a further meal break of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee is required to continue working.
- (h) In relation to Employees to whom the Salaried Officers (Railways - New South Wales) Award 2002, the Railways Miscellaneous Grades Award 1960, the Railways Metal Trades Grades Award 1953 Part III Railways

Metal Trades Grades Award 1953 Part IV applies, an Employee recalled for duty after ceasing work on one Shift, and before commencing work on the next, will be allowed a crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee has worked 4 hours overtime and is required to continue at work. If the Employee is required to work more than 4 hours additional overtime after this crib, the Employee will be allowed a further crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break.

- (i) Except for Employees to whom either the Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002 or the Public Transport Construction Award applies, an Employee required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified the day before that the Employee would be required to work overtime, shall either be supplied with a meal by the Employer or paid the amount as set out at item 17 of Schedule 5B for the first meal and for each subsequent meal. If an Employee after having been notified of the requirement to work overtime has provided a meal or meals and is not required to work the overtime to which the meal or meals relate, payment will still be made for the meals.

In relation to Employees who are infrastructure maintenance workers, an Employee who is required to work overtime for more than 2 hours will, where it is reasonable to have a meal or meals away from where the Employee would ordinarily have the Employee's meal, be allowed the sum of the amount as set out at item 17 of Schedule 5B for each meal necessary, unless the meal or meals are supplied free by the Employer. The Employer may grant a crib allowance (to be paid for at ordinary rates) in lieu of a meal break in which case the meal grant shall be the amount as set out at item 17A of Schedule 5B.

- (j) All overtime, including emergency work, is to be contained with policies in force from time to time, in relation to fatigue management.

151.2 Overtime for Employees other than Average Pay Employees

- (a) Overtime for Employees other than Average Pay Employees referred to in Sub-clause 151.1, will be paid in accordance with the provisions of this Sub-clause.
- (b) Overtime includes time worked before or after the ordinary commencing or finishing times on week days.
- (c) Unless otherwise provided for herein all overtime on weekdays not exceeding 3 hours will be paid for at the rate of time and a half. All overtime worked by any Employee in excess of 3 hours in a period of 24 hours from the commencement of the Employee's work on any weekday will be paid for at the rate of double time.

Provided that for non-Average Pay Employees who are infrastructure maintenance workers the rate for overtime worked after 12 noon on Saturdays or on Sundays will be double time.

- (d) When an Employee on day work is required to work during the Employee's meal break, the Employee shall be paid at the rate of time and a half until the Employee is allowed the usual meal interval time, unless the Employee is allowed 20 minutes for crib, and is paid overtime for the balance of the meal interval time worked by the Employee.

Provided that when working on a ballast train the time shall not continue for a period of more than one (1) hour.

This Sub-clause 151.2(d) shall not apply in any circumstances to IW Worker (Signal Fitting).

- (e) When an Employee is required to work overtime which precludes the Employee from having at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) Shift and the ordinary commencing time of the next Shift, the Employee will be entitled to be absent and paid at the same rate of pay received immediately before the commencement of the break, provided that the circumstances permit this, until the Employee has had 8 consecutive hours off duty. However, if the Employer determines that the circumstances prevent such absence being allowed, the Employee may be required to continue working and will be paid at the rate of double time for such portion of the 8 consecutive hours as is worked.

Employees who work more than 8 hours overtime which finishes immediately prior to, or within 4 hours of, their ordinary starting time on a Monday, will be granted either:

- (i) 4 hours resting time upon completion of the overtime work, in which case they will be paid for so much of the 4 hours as occurs after the ordinary commencing time of the Monday Shift; or
- (ii) will be paid at the rate of time and a half for time worked during the ordinary hours of the Monday Shift and time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.

Overtime worked in the circumstances specified in Sub-clauses 151.2(b) and 151.2(c) will not be regarded as overtime for the purposes of this Sub-clause 151.2(e) where the actual time worked is less than 3 hours on such recall or on each such recall.

- (f) When more than one (1) and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee is working on a day the Employee ordinarily has off, before starting to work such overtime the Employee will be allowed a meal break of 20 minutes paid at ordinary rates. The Employer and an Employee may agree to a variation of this provision, provided that the Employer will not be required to make any payment in respect of time allowed in excess of 20 minutes, nor shall the Employer be obliged to make any payment to a tradesperson's assistant

when payment is not made to the tradesman whom the Employee assists. This Sub-clause 151.2(f) shall not operate to prevent urgent repairs being effected to vehicles or locomotives at places other than workshops, or to equipment to keep a plant operating, nor shall it apply to Employees on the operating staff.

This Sub-clause 151.2(f) shall not apply in any circumstances to IW Worker (Signal Fitting).

- (g) An Employee who works 4 hours overtime after having had the meal break provided in Clause 151.2(f) will be allowed a further meal break of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee is required to continue working.
- (h) In relation to Employees to whom the Salaried Officers (Railways - New South Wales) Award 2002, the Railways Miscellaneous Grades Award 1960, the Railways Metal Trades Grades Award 1953 Part III Railways Metal Trades Grades Award 1953 Part IV applies, an Employee recalled for duty after ceasing work on one (1) Shift, and before commencing work on the next, will be allowed a crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee has worked 4 hours overtime and is required to continue at work. If the Employee is required to work more than 4 hours additional overtime after this crib, the Employee will be allowed a further crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break.
- (i) Except for Employees to whom either the Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002 or the Public Transport Construction Award applies, an Employee required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified the day before that the Employee would be required to work overtime, shall either be supplied with a meal by the Employer or paid the amount as set out at item 17 of Schedule 5B for the first meal and for each subsequent meal. If an Employee after having been notified of the requirement to work overtime has provided a meal or meals and is not required to work the overtime to which the meal or meals relate, payment will still be made for the meals.

In relation to Non Average Pay Employees who are infrastructure maintenance workers, an Employee who is required to work overtime for more than 2 hours will, where it is reasonable to have a meal or meals away from where the Employee would ordinarily have the Employee's meal, be allowed the sum of the amount as set out at item 17 of Schedule 5B for each meal necessary, unless the meal or meals are supplied free by the Employer. The Employer may grant a crib allowance (to be paid for at ordinary rates) in lieu of a meal break in which case the meal grant shall be the amount as set out at item 17A of Schedule 5B.

- (j) All overtime, including emergency work, is to be contained with policies in force from time to time, in relation to fatigue management.

- (k) Additional overtime provisions for Employees to whom the Salaried Officers (Railways - New South Wales) Award 2002 applies:
- (i) Overtime is to be worked by prior direction authorised by an officer with that authority, unless unavoidable circumstances do not permit prior direction;
 - (ii) Time worked by an officer, except as where provided for in Clause 151.2(k)(iii), in excess of 76 hours per fortnight or in excess of 7 hours 36 minutes in any one (1) shift, shall be overtime and shall be paid for at the rate of time and one half. Provided that all time worked in excess of 10 hours 36 minutes in any shift shall be paid for at the rate of double time, but shall not be included for the calculation of any other penalty;
 - (iii) Where the ordinary hours of duty are worked on the basis of one (1) hundred and 52 hours in a 4 week cycle, time worked in excess of ordinary hours for a particular fortnight in such cycle or in excess of 8 hours in any one (1) shift shall be overtime and paid for at the rate of time and one half. Provided that all time worked in excess of 11 hours in any shift shall be paid for at the rate of double time, but shall not be included for the calculation of any other penalty;
 - (iv) Where the ordinary hours of work for an officer are less than 76 hours per fortnight all time worked before, after and beyond the usual hours of duty up to 76 hours per fortnight or 7 hours 36 minutes in any one (1) shift shall be paid for at ordinary rates;
 - (v) Where such hours less than 76 hours per fortnight are worked by an officer during a 4 week cycle, all time worked before, after or beyond the usual hours of duty up to ordinary hours each fortnight or 8 hours in any one (1) shift shall be paid for at ordinary rates;
 - (vi) In computing the number of hours worked per fortnight leave with pay shall be counted as time worked;
 - (vii) For the purpose of calculating hourly rates, the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight;
 - (viii) Excepting in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than with the pay for the period following that in which the overtime is worked;
 - (ix) Unless approved by the Group General Manager, or their nominee, payment for overtime worked shall not apply to:
 - a) to officers whose rate of salary exceeds the amount set out at item 22 of Schedule 5B;
 - b) in any case where the hours worked in excess of or outside of or beyond the ordinary time of work have been worked by arrangement between the officers concerned with the approval of the Employer or the controlling officer in charge of shifts.

- (x) Except as provided for elsewhere in this clause time worked on Saturday shall be paid for at the rate of time and one-half but shall not be subject to any extra salary payment whatsoever under any other clause of this Agreement except that where it forms part of the ordinary hours for the fortnight it shall be taken into consideration for the calculation of overtime;
 - (xi) Subject to the provisions of 151.2(k)(i) a shift commenced between 12 midnight Friday and 12 midnight Saturday and which does not form part of the ordinary rostered hours for the fortnight shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter but shall not be subject to any other salary payment under any other clause of this Agreement. Provided that where such shift extends into Sunday the time worked after midnight Saturday shall be paid for at the rate of double time;
 - (xii) Officers who are ordinarily required to work on Sunday and whose Sunday time is taken into consideration for the purpose of arriving at the full ordinary hours for the fortnightly period shall be paid for all time worked on Sundays at the rate of double time. The extra allowance shall stand alone and will be paid for independently of other time. The provision shall not apply to officers whose rate of salary exceeds the amount set out at item 22 of Schedule 5B.
- (l) Additional overtime provisions for Employees to whom the Railways Miscellaneous Grades Award applies:
- (i) In all other cases all time worked in excess of the arranged length of shifts on weekdays or in excess of the ordinary hours for the week where the ordinary hours are arranged weekly or in excess of the ordinary hours for the fortnight where the ordinary hours are arranged fortnightly, shall be paid for at the overtime rate;
 - (ii) The overtime rate shall be time and a half excepting as hereinafter provided;
 - (iii) The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement;
 - (iv) No organisation party to this award shall in any way whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause;
 - (v) This subclause shall remain in operation until otherwise determined by the authority competent so to do under the Conciliation and Arbitration Act;
 - (vi) No Employee shall be booked off to reduce the Employee's earnings because of having worked overtime on a weekday or on a Sunday which was not rostered, but may be booked off for rest if the interval between the time the Employee ceased working overtime

and the Employee's next ordinary commencing time is less than eight hours;

- (vii) No work performed by Employees covered by this clause shall be considered to be pre-arranged or rostered unless it forms part of the Employee's full time for the fortnight and unless the Employee knows or is notified at least twenty-four hours before the commencing time of such work.
- (m) Additional overtime provisions for Employees to whom the Railways Traffic, Permanent Way and Signalling Wages Staff Award 2002 applies:
 - (i) Notwithstanding anything herein contained a sub-foreman shall be paid only for such overtime worked as may be authorised by the Employer.
 - (ii) For all work done outside ordinary hours the rates of pay shall be time and a half for the first 3 hours and double time thereafter, such double time to continue until the completion of the overtime work or until the time for the commencement of the next ordinary shift whichever be the earlier. Provided that the rate for overtime worked after 12 noon on Saturdays or on Sundays shall be double time.
 - (iii) When an Employee on day work is required to and works during the usual meal break and arrangements are not made for a meal break in lieu to commence within 5 hours of the finishing time of the Employee's previous meal break or crib the Employee shall be paid at the rate of time and a half until a crib of 20 minutes or a meal break has been allowed, unless the Employee is allowed 20 minutes for crib and is paid for the balance of the meal interval time worked as overtime. Provided that when working on a ballast train the time and a half shall not continue for a period of more than one (1) hour.
 - (iv) When an Employee is required to work overtime so long as to preclude at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) shift and the ordinary commencing time of the next the Employee shall be entitled to be absent, if the exigencies of the service permit, until 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence. If the exigencies of the service prevent such absence being allowed, an Employee shall be paid time and a half for the first 3 hours and double time thereafter for such portion of the 8 hours as is worked. Provided that where travelling and/or waiting time during such absence exceeds 3 hours an Employee shall be entitled to 9 consecutive hours off duty instead of 8.
 - (v) Any travelling or waiting time to be paid for shall be at ordinary rate but shall constitute part of the 8 hours break or the 9 hours break as the case may be.
 - (vi) An Employee who is required to work overtime for more than 2 hours and it is reasonable to have a meal or meals away from where the Employee would ordinarily partake, thereof, shall be

allowed the amount set out at item 17 of Schedule 5B for each meal necessary unless the meal or meals are supplied free by the Employer. The Employer may grant a crib allowance (to be paid for at ordinary rate) in lieu of a meal break in which case the meal grant shall be the amount set out at item 17 of Schedule 5B.

- (n) Additional overtime provisions for Employees to whom the Government Railways (Building Trades Construction Staff) Award applies:
 - (i) No Employee, including a night shift worker, shall work for more than 16 hours overtime in any one (1) week excepting in case of extreme emergency such as urgent repairs or delay causing unemployment.
 - (ii) All time worked beyond the ordinary time of work inclusive of time worked for accrual purposes as prescribed in Clause 29 (Hours of Work), shall be paid for at the rate of time and a half times the ordinary rates for the first 2 hours thereof and at double time thereafter.
 - (iii) An Employee required to work overtime for more than 2 hours immediately after ordinary finishing time without being notified the day before that the Employee would be so required to work shall either be supplied with a meal by the Employer or paid the amount set out at item 17 of Schedule 5B for the first meal, and for each subsequent meal. If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime the Employee shall be paid as herein prescribed for meals so provided.
 - (iv) An Employee who works 4 hours overtime after having had the meal break provided for in Clause 151.2 (g) shall be allowed a further meal break of 20 minutes without deduction of pay if the Employee is required to continue working.
 - (v) When any Employee is required to work overtime so long as to preclude the Employee having at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) shift and the ordinary commencing time of the next, the Employee shall be entitled to be absent, if the exigencies of the service permit, until the Employee has 8 consecutive hours off duty without deduction of ordinary pay for ordinary time of duty occurring during such absence; if the exigencies of the service prevent such absence being allowed the Employee shall be paid at the rate of double time for such portion of the 8 hours as is worked.
- (o) Additional overtime provisions for Employees to whom the Government Railways (Building Trades Maintenance Staff) Award applies:
 - (i) No Employee, including a night shift worker, shall work for more than 16 hours overtime in any one (1) week excepting in case of extreme emergency such as urgent repairs or delay causing unemployment.

- (ii) All time worked beyond the ordinary time of work, inclusive of time worked for accrual purposes as prescribed in Clause 29 (Hours of Work) shall be paid for at the rate of one (1) and a half times the ordinary rates for the first 2 hours thereof and at double time thereafter.
- (iii) When an Employee is required to work overtime so long as to preclude them having at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) shift and the ordinary commencing time of the next they shall be entitled to be absent, if the exigencies of the service permit, until they have had 8 consecutive hours off duty without deduction of pay for ordinary time off duty occurring during such absence, if the exigencies of the service prevent such absence being allowed the Employee shall be paid at the rate of double time for such portion of the 8 hours as is worked.
- (iv) Overtime worked in the circumstances specified in Clause 158 (Call out/On call) shall not be regarded as overtime for the purposes of this Sub-clause where the actual time worked is less than three hours on such recall or on each such recall.
- (v) An Employee who works 4 hours overtime after having had the meal break provided for in Clause 151.2 (g) shall be allowed a further meal break of 20 minutes without deduction of pay if the Employee is required to continue working.
- (p) Additional overtime provisions for Employees to whom the Public Transport Construction Award (NSW) applies:
 - (i) Subject to Clause 29 (Hours of Work) of Section 1, and Clause 157 (Shiftwork) of Section 5, overtime shall be payable for all time worked outside the ordinary hours, inclusive of time worked for accrual purposes as prescribed in Clause 29 (Hours of Work), at the rate of time and one-half for the first two hours and double time thereafter; provided:
 - a) that all work performed after 12 noon on Saturday shall be paid for a double time; and
 - b) that Employees who are required to work regular overtime which normally commences after 12 noon on a Saturday shall be paid at the rate of time and one-half for the first 2 hours and double time thereafter;
 - c) for the purpose of calculating overtime payments each unbroken period of overtime shall stand alone.
 - (ii) An Employee required to work on a Sunday or a public holiday shall be afforded at least 4 hours work or shall be paid for 4 hours at the appropriate rate.

- (iii) Employees recalled to work - When an Employee is recalled to work after leaving the job the Employee will be paid a minimum of 3 hours at overtime rates.
- (iv) Subject to paragraph (v) of this subclause, an Employee who works so much overtime:
 - a) between the termination of the ordinary work day or shift, and the commencement of ordinary work on the next day or shift, that the Employee has not at least 10 consecutive hours off duty between such time; or
 - b) on a Saturday, Sunday or holiday, not being an ordinary working day, or on a rostered day off, without having had 10 consecutive hours off duty in the 24 hours proceeding the Employee's ordinary commencing time on the next ordinary day or shift;

shall be released after completion of such overtime until the Employee has had 10 hours off duty without loss of pay for ordinary working time occurring during such absence: Provided that if, on the instruction of the Employer, such an Employee resumes work or continues to work without having had such 10 consecutive hours off duty, the Employee shall be paid at double rates until released from duty for such period and the Employee shall then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (v) The provisions of paragraph (iv) of this subclause shall apply in the case of shift workers as if 8 hours were substituted for 10 hours when overtime is worked:
 - (a) for the purpose of changing shift rosters; or
 - (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace the shift worker; or
 - (c) where a shift is worked by arrangement between the Employees themselves.

In any case, overtime shall be limited to a period so that Employees are not engaged for a period of more than 12 hours without the required break as set out in Clause 151.2. Provided that, in the case of an emergency the period of engagement can be extended as reasonably required to deal with the situation.

- (q) Additional overtime provisions for Employees to whom the Railways Metal Trades Grades Award 2002 Part III:
 - (i) When an Employee is required to work overtime so long as to preclude the Employee having at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) shift and the ordinary

commencing time of the next shift the Employee shall be entitled to be absent, if the exigencies of the Service permit, until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence; if the exigencies of the Service prevent such absence being allowed the Employee shall be paid at the rate of double time for such portion of the 8 consecutive hours as is worked. Overtime worked in the circumstances specified in Clause 158 (Call out/On call) shall not be regarded as overtime for the purpose of this Sub-clause where the actual time worked is less than 3 hours on such recall or on each such recall.

- (ii) An Employee who works 4 hours overtime after having had the meal break provided in Sub-clause (i) shall be allowed a further meal break of 20 minutes without deduction of pay if the Employee is required to continue working.
 - (iii) An Employee recalled for duty after ceasing work on one (1) shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked 4 hours overtime if required to continue at work. If required to work more than 4 hours additional overtime at the conclusion of such crib the Employee shall be allowed a further crib of 20 minutes without any deduction in pay.
 - (iv) An Employee required to work overtime for more than 2 hours immediately after ordinary finishing time without being notified the day before that the Employee would be so required to work, shall either be supplied with a meal by the Employer or paid the amount set out at item 17 of Schedule 5B for the first meal, and for each subsequent meal. If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime the Employee shall be paid as herein prescribed for meals so provided.
- (r) Additional overtime provisions for Employees to whom the Railways Metal Trades Grades Award 2002 Part IV:
- (i) When an Employee is required to work overtime so long as to preclude the Employee having at least 8 consecutive hours off duty between the ordinary ceasing time of one (1) shift and the ordinary commencing time of the next the Employee shall be entitled to be absent, if the exigencies of the Service permit, until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absences; if the exigencies of the Service prevent such absence being allowed the Employee shall be paid at the rate of double time for such portion of the 8 consecutive hours as is worked. Overtime worked in the circumstances specified in Clause 158 (Call out/On call) shall not be regarded as overtime for the purposes of this Sub-clause where the actual time worked is less than 3 hours on such recall or on each such recall.
 - (ii) An Employee who works 4 hours overtime after having had the meal break provided in Sub-clause 150.2 (f) shall be allowed a

further meal break of twenty minutes without deduction of pay if the Employee is required to continue working.

- (iii) An Employee recalled for duty after ceasing work on one (1) shift and before commencing work on the next shall be allowed a crib of 20 minutes without deduction of pay after having worked 4 hours overtime and if required to continue at work. If required to work more than 4 hours additional overtime at the conclusion of such crib the Employee shall be allowed a further crib of 20 minutes without any deduction in pay.
- (iv) An Employee required to work overtime for more than 2 hours immediately after ordinary finishing time without being notified the day before that the Employee would be so required to work, shall either be supplied with a meal by the Employer or paid the amount set out at item 17 of Schedule 5B for the first meal, and for each subsequent meal. If an Employee pursuant to notice has provided a meal or meals and is not required to work overtime the Employee shall be paid as herein prescribed for meals so provided.

151.3 Allowances

(a) **General**

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

(b) **Climatic Zone Allowance**

- (i) Employees stationed permanently on the following lines:

West of Eubalong West to Broken Hill.

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

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

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

- (ii) Where Employees are in receipt of the climatic zone allowance, provided for in Sub-clause 151.3(b)(i), work temporarily outside the areas listed in Sub-clause 151.3(b)(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 an allowance as set out at item 4 of Schedule 5B per week.
- (iv) These allowances are payable on ordinary time only.

(c) **Height Money**

Employees in employed workshops, quarries and lifts and escalators excepting scaffolders, block and tackle hands, riggers and or spicers, when working 15 metres or more above the nearest horizontal plane, shall be paid as set out at Item 13 of Schedule 5B per hour whilst so engaged subject to a minimum as set out at Item 13A of Schedule 5B per Shift.

(d) **Wet Work**

- (i) Employees employed in workshops, quarries and lifts and escalators, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid the allowance as set out at Item 14 of Schedule 5B per hour extra while required to work in such clothing or boots.
- (ii) This allowance shall not be payable where suitable protective clothing and/or footwear is provided by the Employer.

(e) **Start and Finish Allowance**

- (i) In order to maximise efficiency, Employees will commence and finish their Shift at a worksite when it is determined by management to be more efficient than commencing and finishing at a location other than the worksite. This will apply to Employees engaged on major periodic maintenance, project work or Construction Work in accordance with the following provisions.
- (ii) For the purposes of this Sub-clause 151.3(e), Employees who operate from a depot located within the County of Cumberland, Northumberland, or Camden, may be required to commence and finish at any worksite within the bounds of those Counties.
- (iii) Where the Employer has a depot located within the city of Penrith, Newcastle, or Campbelltown, Employees who operate out of that depot may be required to commence and finish at a worksite located within a 50 kilometre radius from the principal post office of the relevant city.
- (iv) Where the Employer has a depot located outside of the areas mentioned in Sub-clause 151.3(e)(iii), Employees who operate from such a depot may be required to commence and finish at a worksite within a 50 kilometre radius from that depot.
- (v) When Employees are working at a location, which requires them to temporarily live away from home, they may be required to start and finish at a worksite located within a 50 kilometre radius from their temporary place of residence.
- (vi) Employees who are required to start and finish at a worksite in accordance with any of the above provisions will receive an allowance as set out at item 2 of Schedule 5B per day for each day they are required to start and finish at the worksite. Where it takes longer than one hour to reach, or return from the worksite, to and

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

- (vii) In instances where public transport is not available, or it is impracticable for the Employee to travel to the worksite by their own means, the Employer will provide transport. In such cases the payment as set out at item 2 of Schedule 5B in Sub-clause 151.3(e)(vi) will still apply. The Employer may allocate a pick-up and set down point for the purpose of this provision.
- (viii) An Employee directed to stop at his or her home depot on the way to or from home and otherwise eligible for the start and finish allowance will be eligible for the payment of the applicable allowance.
- (ix) When Employees are required to commence and finish a Shift at a worksite in accordance with the provisions of this Sub-clause 151.3(e), the Employer will supply amenities commensurate with the WorkCover Authority of NSW 'Amenities for Construction Work' Code of Practice.

(f) **Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 5 of Schedule 5B per hour

(g) **Tunnel Money**

- (i) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length will be paid an allowance as set out at item 6 of Schedule 5B per hour.
- (ii) Where the time in a tunnel is 30 minutes or more a minimum of one hour will be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate will be payable under this Sub-clause 151.3(g).

(h) **Filled Cable**

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

(i) Disability Allowance

Employees engaged in the Civil Discipline of Infrastructure Worker will be paid a disability allowance at the rate as set out at item 9 of Schedule 5B. For the purposes of this Sub-clause 151.3(i), in addition to the definition contained in Clause 145 (Definitions), Civil Discipline will mean wages Employees covered by the following competency structures:

- (i) Track/Structures
- (ii) Construction
- (iii) Signals mechanical
- (iv) Survey

(j) Respirators

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

(k) Confined Space

An Employee working in a confined space, as defined will be paid an allowance as set out at item 11 of Schedule 5B per hour. For the purposes of this Sub-clause 151.3(k), 'confined space' means a compartment, space or place the dimensions of which necessitate an Employee working in a stooped or otherwise cramped position, or without proper ventilation and includes the following spaces: inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

(l) First Aid Allowance

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

(m) Lifts and Escalators Rate and Allowance

- (i) Employees who directly perform work in connection with the servicing, repairing and/or maintenance of lifts and escalators will be paid the rate of pay as prescribed in Schedule 5A.
- (ii) In addition to the rates specified in Schedule 5A, Employees will be paid the amount shown at item 12 of Schedule 5B per week as a lift and escalator allowance in consideration of the peculiarities and disabilities associated with such work and in recognition of the fact that Employees engaged in such work may be required to perform, and/or assist to perform such work.

- (iii) For work in connection with the servicing, repairing and/or maintenance of lifts and escalators, the lift and escalator allowance amount as set out at item 12 of Schedule 5B per week.
- (iv) Employees in receipt of the lift and escalators allowance prescribed above will not be entitled to any other special rates or allowances prescribed in this Agreement.
- (v) Employees who are ordinarily engaged on other work, not in connection with the servicing, repairing and/or maintenance of lifts and escalators but who from time to time are required to perform such work, will in respect of such work, be entitled to payment of this allowance for the time so engaged in accordance with the mixed functions provisions of the Parent Award.
- (vi) The amount specified in Sub-clause 151.3(m)(ii) will be paid for all purposes of this Agreement.

152 ANNUAL LEAVE

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

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

153 ROSTERING WORK

153.1 Employees Available for Rostering

- (a) A non Average Pay Employee who is an infrastructure maintenance worker will be able to participate in rostered work on the following basis:
 - (i) they will be able to nominate for roster periods 35 days in advance of a one (1) month roster cycle. If they are actually rostered during the period nominated, they will be treated as an Average Pay Employee who is a infrastructure maintenance worker for the purposes of all conditions of employment (including annual leave, and allocation and payment of overtime, notwithstanding Sub-clause 151.2) except for the additional 3% payment as average pay.

- (ii) a Non Average Pay Employee who is an infrastructure maintenance worker, including such Employees participating in roster work as described above, will not be entitled to the average pay rates of pay.
- (iii) preference in rostering will be given to an Average Pay Employee who is an infrastructure maintenance worker.
- (iv) the Employer will ensure equal access to training regardless of an Employee's rostering category.
- (v) the Employer will ensure that rostering requirements of vacancies for promotional positions meet the Employer's genuine business needs.

153.2 Rostering Principles

All rostering will be based on fatigue management principles which:

- (a) addresses the opportunity for quantity and quality of sleep particularly the 'time of day' effect;
- (b) ensures the number of consecutive Shifts (in particular night Shifts), Shift lengths and roster periods between Shifts are considered in roster compilation; and
- (c) understands that Employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.

153.3 Rostering Parameters

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

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

- (b) Where a Shift is cancelled and/or re-allocated to an alternative day with less than 48 hours notice, the Employee will be paid a penalty payment of 15% for the reallocated Shift in addition to all entitlements associated with the Shift.
- (c) It is recognised that the Employer needs a system of rostered work for Infrastructure Workers that, while promoting efficient and flexible work practices that assist the Employer to achieve its business objectives, also achieves a suitable balance between business and Employee needs and obligations.
- (d) The parties acknowledge that the current and future business requirements of the Employer will rely on an effective system of rostering Infrastructure staff to meet its maintenance and project needs and it is acknowledged that any new Employees must be prepared to be rostered. The success of its rostering system will be demonstrated not only by the extent to which it meets business requirements but also by reconciling the different groups within the workforce.
- (e) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation and agreement which addresses business requirements while ensuring compliance with the rostering principles contained in this Agreement.
- (f) The objective for the allocation of leave in Clause 32.1(f) is to ensure that a minimum of two (2) weeks annual leave can be taken by staff with school age children within a recognised school holiday period and to ensure equity in annual leave rostering.

154 TRAVELLING TIME

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

155 EXCESS TRAVEL TIME

155.1 Salaried Employees

- (a) Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the

travelling time that would have been incurred to enable the same Shift to be undertaken at the home depot.

- (b) The provisions of this Sub-clause do not apply to Employees whose salary exceeds the amount as set out at item 18A of Schedule 5B.
- (c) Travel time paid under Sub-clause 155.1(a) will be paid at ordinary time, except on Sundays and public holidays, when the rate will be time and one half, and on Saturdays, when the rate will be time and one quarter.

155.2 **Wages Employees**

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

156 **HOME DEPOT**

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

157 **TRAVELLING AND INCIDENTAL EXPENSES**

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

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

157.3 A service entitlement will be calculated as follows:-

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

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

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

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

- 157.4 Employees utilised on relief duties may have their home depots altered to a depot nearer their residence than their appointed home depot while relieving, but not otherwise.
- 157.5 Where an Employee incurs reasonable and actual expenses on a daily basis, supported by actual receipts, in excess of the above amounts, the Employee will be reimbursed by the Employer. Three star accommodation as accredited by the NRMA will be considered reasonable for the purposes of reimbursement. Where reimbursement of actual expense occurs, it will be in substitution for any and all of the above payments.
- 157.6 Employees, other than those employed in an infrastructure worker classification (Civil Discipline), who are:
- (a) relieving for holidays for periods of not less than 2 weeks; or
 - (b) who are transferred temporarily from their home depot to another place,
- and where the transfer or holiday relief necessitates their living temporarily away from their regular place of residence, will be paid an allowance at the rate as set out at item 18 of Schedule 5B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.
- 157.7 Employees required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified 24 hours before of the requirement to work, will either be supplied with a meal by the Employer or be paid the allowance as specified at item 17 of Schedule 5B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime after having been so notified, payment will be as herein prescribed for meals so provided.
- 157.8 Salaried Employees when engaged on work for 4 hours or more away from their home depot, to and from which they can travel daily, will be paid as an expense a meal allowance at the rate as set out at item 17 of Schedule 5B for each meal - to be assessed in accordance with the provisions of Sub-clause 157.3, provided that:
- (a) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, the Australian Services Union or the Rail Tram & Bus Union.
 - (b) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station, proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon

between the Employer, the Australian Services Union or the Rail, Tram and Bus Union.

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

- 157.9 Where it is necessary for an Employee, other than those provided for in Sub-clauses 157.8 and Sub-clause 157.11, who travels daily when engaged on work away from their home depot to have more than one meal per ordinary Shift away from the home depot, the Employee will be paid the allowance as set out at item 17 of Schedule 5B for each meal in excess of one.
- 157.10 Employees who ordinarily return home during their Shift for a meal when working at their home depot and who are notified, after attending for duty at their home depot, that they are required to work at a place which will not permit them to have their meal at their home, as had been arranged by them prior to attending for duty, will be paid a meal allowance as set out at item 17 of Schedule 5B.
- 157.11 Employees, employed in an infrastructure worker classification (Civil Discipline), engaged on work away from their home depot to and from which they can travel daily, will be paid a tea money allowance as set out at item 17 of Schedule 5B if their return is later than 2 hours after their normal finishing time and is after 1830.
- 157.12 This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

158 SHIFT WORK

158.1 Definitions

For the purposes of this clause:

"Afternoon Shift" means any Shift finishing after 1800 hours and at or before 2400 hours.

"Night Shift" means any Shift finishing after 2400 hours and at or before 0800 hours or a Shift that commences after 2400 hours and at or before 0400.

- 158.2 An Employee rostered to work an Afternoon Shift will be paid an additional 20% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- 158.3 An Employee rostered to work a Night Shift will be paid an additional 25% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- 158.4 Any rostered Shift commencing between 0400 and 0600, which is not subject to weekend penalties provided in Clause 47 (Weekend Penalties) of Section 1 of this Agreement will be paid at the appropriate overtime rates for the time worked between 0400 and 0600.
- 158.5 Employees in Ballast Cleaning Gangs on Track Upgrading Works shall be paid at the rate of time and a half for all ordinary time actually worked between 1800 and

0600 on days other than Saturday, Sunday and public holidays when such ordinary time is worked for a period of less than 10 consecutive weekdays.

- 158.6 In relation to Employees to whom the Railways Miscellaneous Grade Award applies:
- (a) Where any afternoon or night shift does not continue in operation for more than 5 successive nights it shall be paid for at the rate of time and a half for the first 4 hours thereof and double time for the remaining hours thereof.
 - (b) Working in recognised workshops required to work on night shift for less than 6 nights in succession shall be paid for such work at the rate of time and a half provided that if less than 5 consecutive night shifts are worked because of a holiday occurring, such day shall count as one of the 5 night shifts and provided further that time and a quarter only shall be paid where less than the 5 successive night shifts are worked because the Employee:
 - (i) completes a full week's work in 4 shifts;
 - (ii) is booked off because of having worked overtime;
 - (iii) loses time on the Employee's own account.
 - (c) Employees on 'construction work' as defined shall be treated in respect of afternoon and night shifts the same as the majority of Employees on the same job.
 - (d) Tradesperson's assistants shall be treated in respect of night and/or shift work similarly to the tradesperson they assist.
- 158.7 In relation to Employees to whom the Traffic, Permanent Way and Signalling Wages Grades Staff Award 2002 applies:
- (a) Employees whilst working as tradesperson's assistants shall be treated in respect of night and/or shift work similarly to the tradesperson they assist.
 - (b) Employees whilst working in recognised workshops shall, for night and/or shift work, be treated similarly to tradesperson working in such shops.
 - (c) Employees not entitled to the provisions of Sub-clauses (a) and (b), shall be paid at the rate of time and a quarter for all ordinary time actually worked between 6.00 p.m. and 6.00 a.m. on days other than Saturday, Sunday, or public holidays.
 - (d) Employees who are required to commence a night shift within 8 hours of the finishing time of their previous shift shall be paid for the ordinary time worked on the night shift at the rate of time and a half.
 - (e) Employees, other than in Ballast Cleaning Gangs, Track Upgrading Works, who are not required to work a full week of night and/or shift work, shall be paid for ordinary time on these shifts at the rate of time and a half.

158.8 In relation to Employees to whom the Metal Trades Grades Award 2002 Part III applies:

- (a) Any Employee required to work on night shift for less than 5 nights in succession shall be paid for such work at the rate of time and a half: provided that if less than 5 consecutive night shifts are worked because of a holiday occurring, such day shall count as one (1) of the 5 night shifts and provided further that time and a quarter only shall be paid where less than the 5 successive night shifts are worked because the Employee:
 - (i) Completes a full week's work in 4 shifts.
 - (ii) Is booked off because of having worked overtime.
 - (iii) Loses time on the Employee's own account.
- (b) Tradesperson's assistants, irrespective of where they are employed, shall be treated in respect of night and/or shift work similarly to the tradesperson they assist.

158.9 In relation to Employees to whom the Metal Trades Grades Award 2002 Part IV applies:

- (a) Where any afternoon or night shift does not continue in operation for more than 5 successive nights it shall be paid for at the rate of time and a half for the first 4 hours thereof and double time for the remaining hours thereof.

159 ON-CALL/CALL-OUTS

159.1 An Employee recalled to work from their residence will be paid for the call-out at the classification rate for a minimum of 4 hours.

159.2 For the purpose of the minimum payment the first 3 hours will be paid at time and one half and then at double time, except that:

- (a) any time worked on a Sunday will be paid at double time;
- (b) any time worked on a public holiday will be paid at time and one half in addition to the day's pay an Employee otherwise receives.

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

159.3 An Employee who is required by the Employer to be available outside normal working hours for recall to work will be paid an allowance as set out at item 19 of Schedule 5B per rostered day or Shift and as set out at item 20 of Schedule 5B when on-call for a non rostered day or Shift. The Employee must be contactable and available for duty when required. Payment of this allowance will not be made to Employees whose salary is higher than as set out at item 21 of Schedule 5B.

160 PAYMENT FOR WORK ON A PUBLIC HOLIDAY

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

161 ANNUALISED PAY

161.1 All Employees other than Average Pay Employees, will be paid on an annualised basis. An annualised pay will include the base pay rate contained in Schedule 5A of this Agreement, plus allowances as determined.

161.2 Conversion from a weekly rate to an annual rate has been calculated in accordance with the following formula:

$$\frac{\text{Weekly rate}}{38} \times 1976 = \text{annual rate}$$

161.3 The annualised pay will apply to all working time earnings as well as all leave entitlement payments.

161.4 For the purposes of determining an Employees hourly rate of pay the annual rate shall be divided by 1976 (52 weeks at 38 hours per week).

162 HOURS OF WORK

162.1 Subject to Clause 29 (Hours of Work), the ordinary hours of work of Average Pay Employees are 152 hours over 28 days.

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

163 PAY RATES

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

164 MEAL BREAKS

Where meal breaks are provided the interval shall not be less than 30 minutes. In relation to Employees to whom the Railways Traffic, Permanent Way & Signalling Wages Grades Award 2002 applies, if a morning tea break be granted it shall be in the time of the Employer, if an afternoon tea break be permitted it shall be in the Employee's time.

165 INTERVALS BETWEEN SHIFTS

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

166 IRREGULAR WORK

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

167 INCLEMENT WEATHER

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

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

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

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

- (f) If, after an inspection as set out at 167.3(d) has been conducted, a site is declared unsafe an Employee shall either:
 - (i) Be transferred to alternate duties in accordance with Clause 167.4; or
 - (ii) An Employee may be sent home without loss of pay if no suitable alternative duties, including training, are available.
- (g) In each case of inclement weather Employees shall not be required to remain on site without alternative duties, transfer or the resumption of work for longer than 4 hours, or in the case of inclement weather after a meal break has been taken in accordance with Clause 163 (Meal Breaks), for more than half the remaining work time. If either of these time limits are reached Employees shall be sent home without loss of pay.
- (h) All Employees will be issued good quality wet weather gear and will be required to wear their issued wet weather gear and to have it available at all times.
- (i) Notwithstanding Subclause 167.3(g) above, if an Employee's clothes become wet and no change facilities are provided, the Employee shall be sent home without loss of pay. A complete change of clothing shall be provided by the Employer accompanied by a full sealed section in work issue bags to store such clothing. Once provided, the Employee is required to bring this change of clothing to work.

167.4 Transfer:

Where the decision is made that normal work cannot continue due to inclement weather Employees may be transferred.

- (a) From one (1) location on a site to work at another location on the same site, which is not affected by inclement weather, or
- (b) To another site where work is not affected by inclement weather, or
- (c) To another location for the purpose of attending training, subject to Clause 167.5.
- (d) No Employee shall be transferred to an area not affected by inclement weather unless there is work available within the relevant Employees skills and competencies as defined by the Employee's classification,
- (e) Employees may be transferred from one (1) location on a site to work in areas which are not affected by conditions of inclement weather, even though there may not be work for all Employees in such areas.
- (f) Employees on any one (1) day who are transferred to another location due to inclement weather will be returned at their request to the designated place of work from where they were transferred, during normal working time, to coincide with the end of their shift. Provided that:
 - (i) the Employee used a private conveyance to attend the original place of work; and

- (ii) the transfer of an Employee away from site shall not in any way affect the said Employee's entitlement to their start and finish allowance as set out in Clause 150.3 (e) (Start and Finish Allowance).

167.5 Training During Inclement Weather:

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

- (a) The provisions of Clause 167.4 (Transfer) above shall be abided by.
- (b) Such training shall be meaningful and structured so as to provide Employees with additional skills and knowledge.
- (c) Employer Management shall discuss details of training with the union delegates prior to implementation.
- (d) Training shall be carried out by suitably qualified Employees or qualified trainers.
- (e) Training on use and maintenance of plant and machinery shall only occur in a suitable environment.
- (f) Nothing in this clause should be construed as providing Employees with training contrary to Workplace Relations Regulation 8.5 (1)(c).

167.6 Completion of Concrete Pours and Emergency Work:

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

168 CLASSIFICATION, TRAINING AND DISPUTES COMMITTEE

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

168.2 The purpose of the Committee is to:

- (a) be the forum for consultation with their local Employee representative(s) as relevant in relation to issues concerning training plans, assessments,

and classifications for Employees competency based classification structures;

- (b) to review such issues; and
- (c) to make recommendations to the Employer's Chief Executive in relation to disputes concerning training plans, assessments and classification.

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

168.4 The Committee will include representatives from the Employer (RailCorp Training), and their Local Employee Representative(s) as relevant.

169 AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE

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

170 TRAINING AND DEVELOPMENT

The Employer is committed to the progressive training and development of its Employees. The Employer will support the various initiatives and programs contained within this Agreement aimed at enhancing the Employer's capability through its Employees. It is estimated that the Employer's commitment to Employee training and development during the term of this Agreement will enable, on average, 10 training days, per Employee per annum. The Employer will also endeavour to provide existing Employees access, where available, to structured traineeships and the attainment of nationally recognised qualifications.

171 INDUSTRY ALLOWANCE

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

172 MATTERS BEING PROGRESSED TO FINALISATION

172.1 On Call Guidelines

In consultation with the Local Employee Representative(s), the Employer will develop guidelines for appropriate rest periods following call-outs, having regard to the duration of the call-outs, the time of day or night and other relevant factors. These guidelines will be presented to the steering committee.

173 WORK CLOTHING AND PERSONAL PROTECTIVE EQUIPMENT

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

173.2 The work clothing and PPE allotment will include:

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

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

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

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

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

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

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

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

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

174 TEAM STRUCTURES, TEAM DESIGN AND ACCOUNTABILITY

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

- (i) team members are to be trained in and will apply a range of operational, technical and interpersonal skills consistent with their competency streams;
 - (ii) the environment, including management is to be characterised by open communications, delegation and consultation.
- (b) In regard to Team Management it is acknowledged that::
- (i) Team Managers may be supported by Team Leaders and/or Work Group Leaders. No other supervisory level will be required.

SCHEDULE 5A - RATES OF PAY
Infrastructure and Commercial Divisions
Rates of Pay (1st April 2007)

SCHEDULE 5A - RATES OF PAY Infrastructure and Commercial Divisions Rates of Pay (1st April 2007)									
	Infrastructure Annual and Weekly Rates (Cat 1 = Non Average Pay / Cat 2 = Average Pay)						Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 (inc IA)	Cat 1 (inc IA)	Cat 2 (exc IA)	Cat 1 (exc IA)	% 3.1 rate	Commercial inc IA	Commercial exc IA	% 3.1 rate
5.2	A	\$73,426	\$71,354	\$71,145	\$69,073	166			
5.1	A	\$68,283	\$66,361	\$66,002	\$64,080	154	\$1,240.45	\$1,196.58	154
4.4	A	\$63,140	\$61,368	\$60,859	\$59,087	142			
4.3	A	\$57,997	\$56,375	\$55,716	\$54,094	130	\$1,053.97	\$1,010.10	130
4.2	A	\$55,426	\$53,878	\$53,145	\$51,597	124	\$1,007.35	\$963.48	124
4.1	W	\$1,016.43	\$988.10	\$972.56	\$944.24	118	\$960.73	\$916.86	118
3.3	W	\$966.98	\$940.09	\$923.11	\$896.22	112	\$914.11	\$870.24	112
3.2	W	\$917.52	\$892.08	\$873.66	\$848.21	106	\$867.49	\$823.62	106
3.1	W	\$868.07	\$844.07	\$824.21	\$800.20	100	\$820.87	\$777.00	100
2.3	W	\$826.86	\$804.06	\$783.00	\$760.19	95			
2.2	W	\$785.65	\$764.05	\$741.79	\$720.18	90	\$782.02	\$738.15	95
2.1	W	\$744.44	\$724.04	\$700.58	\$680.17	85	\$743.17	\$699.30	90
1.2	W	\$703.23	\$684.03	\$659.36	\$640.16	80	\$704.32	\$660.45	85
1.1	W	\$670.26	\$652.02	\$626.40	\$608.15	76	\$649.93	\$606.06	78

Notes

In the Infrastructure Division, Salaried Officer conditions apply at classification level 4.2 and above. There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

SCHEDULE 5A - RATES OF PAY
 Infrastructure and Commercial Divisions
 Rates of Pay (1st April 2008)

Level	Infrastructure Annual and Weekly Rates						Commercial Weekly Rates		
	Annual (A) Weekly (W)	Cat 2 (inc IA)	Cat 1 (inc IA)	Cat 2 (exc IA)	Cat 1 (exc IA)	% 3.1 rate	Commercial inc IA	Commercial exc IA	% 3.1 rate
5.2	A	\$76,363	\$74,208	\$73,991	\$71,836	166			
5.1	A	\$71,015	\$69,015	\$68,643	\$66,643	154	\$1,290.06	\$1,244.44	154
4.4	A	\$65,666	\$63,822	\$63,294	\$61,450	142			
4.3	A	\$60,317	\$58,629	\$57,945	\$56,257	130	\$1,096.12	\$1,050.50	130
4.2	A	\$57,643	\$56,033	\$55,271	\$53,661	124	\$1,047.63	\$1,002.02	124
4.1	W	\$1,057.08	\$1,027.62	\$1,011.47	\$982.01	118	\$999.15	\$953.53	118
3.3	W	\$1,005.65	\$977.69	\$960.04	\$932.07	112	\$950.66	\$905.05	112
3.2	W	\$954.22	\$927.76	\$908.60	\$882.14	106	\$902.18	\$856.56	106
3.1	W	\$902.79	\$877.82	\$857.17	\$832.21	100	\$853.70	\$808.08	100
2.3	W	\$859.93	\$836.21	\$814.32	\$790.60	95			
2.2	W	\$817.07	\$794.60	\$771.46	\$748.99	90	\$813.29	\$767.68	95
2.1	W	\$774.21	\$752.99	\$728.60	\$707.38	85	\$772.89	\$727.27	90
1.2	W	\$731.35	\$711.38	\$685.74	\$665.77	80	\$732.48	\$686.87	85
1.1	W	\$697.07	\$678.09	\$651.45	\$632.48	76	\$675.92	\$630.30	78

Notes

In the Infrastructure Division, Salaried Officer conditions apply at classification level 4.2 and above. There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

SCHEDULE 5A - RATES OF PAY
Infrastructure and Commercial Divisions
Rates of Pay (1st April 2009)

Level	Infrastructure Annual and Weekly Rates						Commercial Weekly Rates		
	Annual (A) Weekly (W)	Cat 2 (inc IA)	Cat 1 (inc IA)	Cat 2 (exc IA)	Cat 1 (exc IA)	% 3.1 rate	Commercial inc IA	Commercial exc IA	% 3.1 rate
5.2	A	\$79,418	\$77,177	\$76,951	\$74,710	166			
5.1	A	\$73,855	\$71,776	\$71,388	\$69,309	154	\$1,341.66	\$1,294.22	154
4.4	A	\$68,292	\$66,375	\$65,825	\$63,908	142			
4.3	A	\$62,730	\$60,975	\$60,263	\$58,508	130	\$1,139.97	\$1,092.52	130
4.2	A	\$59,948	\$58,274	\$57,481	\$55,807	124	\$1,089.54	\$1,042.10	124
4.1	W	\$1,099.37	\$1,068.73	\$1,051.92	\$1,021.29	118	\$1,039.12	\$991.68	118
3.3	W	\$1,045.88	\$1,016.80	\$998.44	\$969.36	112	\$988.69	\$941.25	112
3.2	W	\$992.39	\$964.87	\$944.95	\$917.43	106	\$938.27	\$890.83	106
3.1	W	\$938.90	\$912.94	\$891.46	\$865.50	100	\$887.85	\$840.40	100
2.3	W	\$894.33	\$869.66	\$846.89	\$822.22	95			
2.2	W	\$849.76	\$826.39	\$802.32	\$778.95	90	\$845.83	\$798.38	95
2.1	W	\$805.18	\$783.11	\$757.74	\$735.67	85	\$803.81	\$756.36	90
1.2	W	\$760.61	\$739.84	\$713.17	\$692.40	80	\$761.79	\$714.34	85
1.1	W	\$724.95	\$705.22	\$677.51	\$657.78	76	\$702.96	\$655.51	78

Notes

In the Infrastructure Division, Salaried Officer conditions apply at classification level 4.2 and above. There are no salary rates of pay or conditions of employment applied to employees of the Commercial Division to which this Section applies.

SCHEDULE 5B - INFRASTRUCTURE / COMMERCIAL - ALLOWANCES

	1.04.07	1.04.08	1.04.09
Item 1 Industry Allowance (per annum)	\$2,281	\$2,372	\$2,467
OTHER ALLOWANCES			
Item 2 Start & Finish (per day)	\$14.85	\$15.44	\$16.06
Item 3 Climatic Zone (per week)	\$11.90	\$12.38	\$12.88
Item 4 Broken Hill (per week)	\$8.20	\$8.53	\$8.87
Item 5 Dirty work (per hour)	\$0.78	\$0.81	\$0.84
Item 6 Tunnel money (per hour)	\$0.46	\$0.48	\$0.50
Item 7 Filled Cable (per week)	\$16.10	\$16.74	\$17.41
Item 8 Filled Cable (per week)	\$19.40	\$20.18	\$20.99
Item 9 Disability allowance (per week)	\$11.90	\$12.38	\$12.88
Item 10 Respirators airline (per hour)	\$2.03	\$2.11	\$2.19
Item 11 Confined Space (per hour)	\$0.57	\$0.59	\$0.61
Item 12 Lifts & Escalators(per week)	\$122.50	\$127.40	\$132.50
Item 13 Height (per hour)	\$0.24	\$0.25	\$0.26
Item 13A Height (per shift)	\$0.78	\$0.81	\$0.83
Item 14 Wet work (per hour)	\$0.37	\$0.38	\$0.40
TRAVELLING & INCIDENTAL EXPENSES			
General			
Item 15 Rate per Day	\$140.40	\$146.00	\$151.85
Item 16 Per service	\$35.10	\$36.50	\$37.95
Item 17 Meal / Overtime meal	\$11.75	\$12.20	\$12.80

Item 17A Crib Allowance	\$3.95	\$4.10	\$4.25
Item 18 Holiday Relief/ Temp Trans (per week)	\$631.75	\$657.00	\$683.30
Item 18A Salary limit (per annum)	\$76,143	\$79,189	\$82,357

ON CALL

Item 19 - Rostered (per shift)	\$19.00	\$19.75	\$20.55
Item 20 - Non – rostered (per shift)	\$28.50	\$29.65	\$30.85
Item 21 - Salary limit (per annum)	\$86,936	\$90,413	\$94,030
Item 22 - Overtime Salary limit (per annum)	\$65,914	\$68,551	\$71,293

SCHEDULE 5C - INFRASTRUCTURE WORKER AND COMMERCIAL CLASSIFICATION STREAMS

Infrastructure																	Commercial
	trade	trade	trade	non trade	non trade	non trade	non trade	non trade	trade	non trade	trade	non trade	non trade	non trade	trade	trade	
Level	Signal Electrical (2)	Substation Low Voltage (2)	Cable Jointing HV (2)	Signal Mechanical (3)	Track (3)	Structures (3)	Resurfacing (3)	Construction (5)	Carpentry (5)	Can Cabling (2)	Rail Traction (2)	Diamond Drilling (4)	Surveying (3)	Traffic Officers (6)	Plant Mechanics (1)	Signal Fitting (1)	Metals & Engineering Competencies (7)
5.2	TL	TL															
5.1			TL						TL	TL	TL				TL	TL	TL
4.4	WGL	WGL		TL	TL	TL	TL	TL				TL		TL			
4.3	ulcp	ulcp									WGL					WGL	Core Band 2 3.1 + 48 A/B
4.2								WGL	WGL					ulcp	ulcp		Core Band 2 3.1 + 42 A/B
4.1			WGL							WGL (cons)	ulcp					ulcp	Core Band 2 3.1 + 36 A/B
3.3				WGL					ulcp	WGL (maint)		WGL					Core Band 2 3.1 + 24 A/B
3.2			ulcp	ulcp	WGL	WGL	WGL			ulcp		ulcp	WGL				Core Band 2 3.1 + 12 A/B
3.1					ulcp	ulcp	ulcp	ulcp					ulcp				EO 5(i) 20 Core Band 1 + 76 A
2.3																	

2.2																	10 Core Band 1 + 54 A
2.1																	2 Core Band 1 + 30 A
1.2																	basic training
1.1																	entry level

(See notes on the next page for award for each stream for purposes of Clause 169.2 Overtime, and Clause 176 Shift Work of this Section 5).

Note:

- (1) The Metal Trades Grades Award Part III applies
- (2) The Metal Trades Grades Award Part IV applies
- (3) The Railways Traffic, Permanent Way & Signalling Wages Grades Award applies
- (4) The Miscellaneous Grades Award applies
- (5) The NSW etc Building Trades Award/s applies
- (6) The Salaried Officers Award applies
- (7) Depending on the Employee's calling either Metals (Lifts and Escalators) or the Traffic Award (Quarries) applies

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

A. Policy

1. Purpose

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

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

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

2. Scope

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

3. Responsible Parties

4. Related Documents

5. Occupational Health & Safety Act.

6. Factors associated with Hazards of Shiftwork and minimisation strategies

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

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

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

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

break commences. Hence, minimum break duration requirements should acknowledge the time-of-day impact.

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

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

Circadian rhythms can cause performance levels to vary across the 24-hour day and many aspects of human performance are at their lowest level at night. However, the level of performance at all times of day can be reduced if sleep deprivation occurs. Sleep deprivation is most likely to accumulate between night shifts as daytime sleep is of lower quality and quantity than night sleep. Therefore, working a night shift, or a series of night shifts, is an additional factor influencing hazards for Employees.

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

7. Risk Management

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

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

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

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

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

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

8. Design principles for schedules

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

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

9. Roster development

The primary considerations in managing fatigue in the workplace include:

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

10. Roster Guidelines

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

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

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

11. Raising Awareness and Training

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

- (i) Methods of minimising the risks associated with shift work.
- (ii) The responsibilities of both the Employer and the Employee in managing the requirements of business operations.
- (iii) An understanding of the physical and psychological effects shift work has on Employees.
- (iv) How to identify potential and/or existing problems associated with lack of sleep and fatigue.
- (v) Individual coping strategies to best minimise the adverse impacts of shiftwork and extended hours.
- (vi) Services made available to help Employee's better cope with shiftwork and extended hours, such as Employee- assistance schemes.
- (vii) Utilisation of Fatigue Management Index and risk assessment tools and processes.
- (viii) All Employees engaged in shift work will be required to complete the "Practical Living for Shiftworkers" training package.
- (ix) Employees' spouse/partners will be invited to participate in the "Practical Living for Shiftworkers" program. This will be an on-going program.

12. Consultation

A process of consultation will assist in the development and maintenance of a safe workplace by ensuring that schedules and workloads are reasonable and practicable for a particular workplace or organisation. Consequently, effective "controls" for workplace

scheduling and task allocation are developed through consultation with those working the shifts.

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

13. Employee assistance services

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

14. Future Developments

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

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