

SECTION 6 - COMMUNICATIONS & CONTROL SYSTEMS FIELD STAFF

175 ARRANGEMENT

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176 APPLICATION OF SECTION 6

- 176.1 This Section 6 applies to Employees who are employed in any of the grades contained in Schedule 6A.
- 176.2 The Employer acknowledges the career paths for those Employees within these classifications whose nature of work involves work beyond the scope of the classifications. This will result in reclassification to the ATP levels as detailed in Section 7 of this Agreement.

177 REMUNERATION GRADE

- 177.1 The remuneration ranges for Employees are in Schedule 6A.
- 177.2 These remuneration ranges are inclusive of:
- (a) Base Salary, leave loading and all allowances (including Industry Allowance);
 - (b) Employer contribution to superannuation equal to the superannuation guarantee charge; and
 - (c) the value of the Employee travel pass for those Employees who, following 29 August 2002, elected to retain the value of their travel pass in their remuneration.
- 177.3 The following payments are not included in the remuneration ranges:
- (a) weekend and shift penalties;
 - (b) overtime; and
 - (c) on-call allowance and call-outs,
- where any or all of the above are applicable.
- 177.4 Each Employee will be paid fortnightly.

178 REMUNERATION REVIEW

- 178.1 The Employer will annually review the remuneration of Employees in the light of relevant market trends and taking into account the circumstances of the role. The remuneration ranges may be increased where the review process indicates that the market median has shifted.
- 178.2 Provided that an Employee has a formal performance agreement in place, the Employer will conduct a review of the Employee's performance for that year and a review of the Employee's remuneration level.
- 178.3 Where an Employee is granted an increase to their remuneration level as a result of the performance assessment process, then the increased remuneration level will be regarded as the remuneration for the purposes of the following year's assessment.

178.4 No Employee will suffer a salary reduction while this Agreement operates because of change in the relevant market trends.

179 **ACTING OUT OF GRADE**

179.1 The Employer may act Employees in lower-graded positions other than the ones to which they are appointed. Where an Employee is required to act in a lower grade, the Employee will undertake such duties without loss of remuneration.

179.2 Higher duties will provide Employees with experience in higher positions, which will assist in their future career development. Where an Employee is requested and agrees to act in a position which is graded higher than the Employee's substantive position for a period of 4 weeks or more, the Employee will be paid at a salary point within the higher grade range as determined by the General Manager (Communications and Control Systems) or delegate.

180 **WORK FLEXIBILITY WITHIN THE CLASSIFICATION STRUCTURE**

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

181 **HOURS OF WORK AND ROSTERED DAYS OFF**

181.1 Except for designated Shiftworkers, the span of ordinary hours extends from 7am to 7pm on Mondays to Fridays. Work performed within this span of hours does not attract overtime penalties unless it exceeds the fortnightly hours of work.

181.2 The ordinary hours of work will be 76 hours per fortnight. A monthly roster will be posted 2 weeks in advance. It may be varied with 2 weeks notice or by agreement.

181.3 Ordinary hours may be worked in blocks of up to 12 hours without attracting overtime penalties. Ordinary hours may be worked in blocks of no less than 4 hours, except on Saturdays, where the minimum Shift length is 6 hours.

181.4 The minimum Shift length for Shiftworkers is 8 hours on any day.

181.5 No Employee will be required to work more than 12 days out of every 14.

181.6 The minimum interval between any Shift will be 8 hours. If an Employee's next Shift commences before the Employee has had 8 hours rest because of overtime or call-out requirements, then the rest interval will be maintained without loss of pay for ordinary working time during such absences.

181.7 All Employees are entitled to one Rostered Day Off (RDO) each 4 weeks and may accumulate RDOs up to a maximum of 5 in any one year.

- 181.8 Accumulated RDOs may be taken in a block or as an addition to rostered annual leave by arrangement with the Employer and only where such will not result in any additional cost by reason of the Employer having to provide relief or the working of overtime.
- 181.9 Where the Employer requires an Employee to work on what is otherwise scheduled as an RDO, the Employer will provide an alternative day off as soon as is practicable.

182 OVERTIME

182.1 Overtime will be paid as follows:

- (a) Monday to Saturday - one and a half times the single time rate for the first 3 hours and then double time; and
- (b) Sundays - double time.

182.2 Employees who were covered by Clause 30.1 of the Rail Infrastructure Corporation Enterprise Bargaining Agreement 2002 as at 29 August 2002 will continue to be paid double time and a half for overtime on Sunday.

182.3 All overtime, including emergency work, is to be contained within fatigue management guidelines.

183 STARTING AND FINISHING AT LOCATIONS OTHER THAN HOME STATION

183.1 In order to maximise efficiency, Employees can be required to commence and finish duty at any location that is within a radius of 50 kms from either or both their home, where they are temporarily living, or their home station.

183.2 An allowance as set out at item 5 of Schedule 6B will be paid for each day that an Employee is required to start and finish their Shift at the location pursuant to Sub-clause 183.1. This allowance is not payable where the Employer provides transport in a vehicle.

183.3 Employees may be required to travel out of hours. Where this involves an unreasonable amount of travel, the Employee will be afforded an equal amount of time off in lieu for travel on their own time.

183.4 The Employer retains the discretion to pay Employees at single time rates for travel out of hours. Time spent travelling out of hours will not be part of ordinary hours.

183.5 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 worksite. The Employer will not alter Home Depots primarily to reduce travel time and/or 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 change until the Dispute Settlement Procedure has been exhausted.

184 MEAL BREAKS

Employees shall be entitled to reasonable meal breaks of at least 30 minutes without pay (except Shiftworkers who are entitled to a crib break of 20 minutes with pay). Employees shall have at least one meal break during each Shift.

185 SICK LEAVE

185.1 Employees who were covered by the Rail Access Corporation (Argus Telecommunications Field Staff) Enterprise Agreement 1999 and who individually elected as at 29 August 2002 to retain their former conditions of sick leave and insurance under these agreements:

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

185.2 Subject to Clause 185.1, sick leave on full pay accrues to an Employee at the rate of 15 days (maximum of 114 hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.

185.3 Subject to Clause 185.1, Employees are required to provide medical certificates when sick leave:

- (a) exceeds three consecutive working days
- (b) joins a public holiday, bank holiday, or approved picnic day.
- (c) occurs immediately before and after a Rostered Day Off (RDO) or Accrued Day Off (ADO) (including weekends for Monday to Friday workers).

185.4 Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to a maximum of six days of total sick leave entitlements in any one (1) year as uncertified absences.

186 ON-CALL/CALL-OUTS

186.1 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.

186.2 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 a half in addition to the days pay an Employee otherwise receives.

- 186.3 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.
- 186.4 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 1 of Schedule 6B per rostered day or Shift and an allowance as set out at item 2 of Schedule 6B 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 3 of Schedule 6B.
- 186.5 In addition to the standard on call arrangements contained in this clause, Employees of Argus who were in receipt of an annualised on call payment at 29 August 2002, will retain this payment in recognition of the requirement for such Employees to regularly attend to work requirements out of hours from their home.

187 **TRAVELLING TIME**

- 187.1 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 that:
- (a) on a Sunday when it will be paid at time and a half; and
 - (b) on a Saturday when it will be paid at time and a quarter.
- 187.2 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 Clause 31 (Rostering Principles (Shiftworkers)) of Section 1 of this Agreement.

188 **EXCESS TRAVEL TIME**

- 188.1 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.
- 188.2 The provisions of this clause do not apply to Employees whose salary exceeds that as set out at item 4 of Schedule 6B as varied.
- 188.3 Travel time paid under Sub-clause 188.1 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.
- 188.4 **Home Depot/Station**
- (a) All Employees shall be allotted to a location which for the purposes of this Agreement shall be their "Home Depot". A Home Depot may be changed from time to time.

- (b) 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 worksite. 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.

189 TRAVELLING AND INCIDENTAL EXPENSES

- 189.1 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 6 of Schedule 6B per day.
- 189.2 Where incomplete days are involved, reimbursement will be calculated on a 'service entitlement' basis at the rate of 'one quarter of the amount per day' contained in Sub-clause 189.1 for each 'service entitlement' for which they have incurred expenses where they have been away from the Home Depot overnight.
- 189.3 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. |
- 189.4 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.
- 189.5 Where an Employee incurs reasonable and actual expenses on a daily basis, supported by actual receipts, in excess of the above amounts, they 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.
- 189.6 Employees 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 granted an allowance at the rate as set out at item 9 of Schedule 6B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.

- 189.7 Employees required to work overtime for more than 2 hours immediately after their ordinary finishing time, and without having been 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 set out at item 8 of Schedule 6B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- 189.8 Where it is necessary for an Employee, other than those provided for in Sub-clause 189.10, 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 8 of Schedule 6B for each meal in excess of one.
- 189.9 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 the 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 8 of Schedule 6B.
- 189.10 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 8 of Schedule 6B if their return is later than 2 hours after their normal finishing time and is after 1830.
- 189.11 This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

190 **SHIFT WORK**

- 190.1 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 subsequent to midnight and at or before 0800 hours, or a Shift that commences after midnight and at or before 0400.

- 190.2 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.
- 190.3 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.
- 190.4 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.

191 **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%.

192 INTERVALS BETWEEN SHIFTS

The minimum interval between any shift will be 8 hours. If an Employee's next shift commences before the Employee has had 8 hours rest because of overtime or call-out requirements, then the rest interval will be maintained without loss of pay for ordinary working time during such absences.

193 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.

194 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.

195 SUPERANNUATION

Where an Employee is receiving superannuation contributions at a rate in excess of the standard contribution (9% of Base Salary), then the Employer will continue to meet that higher level of contribution to which the Employee is entitled.

196 ALLOWANCES AND EXPENSES - GENERAL

Allowances and expenses are contained in Schedule 6B.

SCHEDULE 6A - REMUNERATION

REMUNERATION

Grade	Remuneration	
	Min.	Max.
Telecommunications Officer Grade 1	\$22381	\$41658
Telecommunications Officer Grade 2	\$31526	\$47287
Telecommunications Officer Grade 3	\$35771	\$53657
Telecommunications Officer Grade 4	\$40651	\$60975
Telecommunications Officer Grade 5	\$46100	\$69151

SCHEDULE 6B - ALLOWANCES AND EXPENSES

	1.04.07	1.04.08	1.04.09
Item 1 On Call - Rostered (per shift)	\$19.00	\$19.75	\$20.55
Item 2 On Call - Non – rostered (per shift)	\$28.50	\$29.65	\$30.85
Item 3 On Call - Salary limit (per annum)	\$86,936	\$90,413	\$94,030
Item 4 Travelling Time Limit (per annum)	\$76,143	\$79,189	\$82,357
Item 5 Start and Finish (per day)	\$14.85	\$15.45	\$16.05

TRAVELLING & INCIDENTAL EXPENSES

General			
Item 6 Rate per Day	\$140.40	\$146.00	\$151.85
Item 7 Per service	\$35.10	\$36.50	\$37.95
Item 8 Meal/ Overtime meal	\$11.75	\$12.20	\$12.80
Item 9 Holiday Relief/ Temp Trans (per week)	\$631.75	\$657.00	\$683.30

The above rates are operative from the first pay period commencing on or after 1 April in each year specified above and are inclusive of Industry Allowance.