

SECTION 7 ADMIN/TECHNICAL/PROFESSIONAL

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APPLICATION OF SECTION 7

- 197.1 This Section 7 covers Employees who are employed in one of the classifications contained in Schedule 7A.
- 197.2 All Employees whose total remuneration is higher than the amount set out at item 3 of Schedule 7B and who are graded ATP Level 9 or above, may be offered by the Employer, through consultation with the Employee concerned and Employee representative, and may accept, an Executive Contract. In these circumstances, such Employees will no longer be covered by any of the terms of this Agreement from the date the contract is executed. A contract offered under this Sub-clause will not result, on balance, in a reduction in the overall terms and conditions of employment of Employees covered by such an agreement.

198 REMUNERATION LEVELS

- 198.1 The remuneration levels for Employees covered by this Section 7 are in Schedule 7A.
- 198.2 The parties acknowledge that some Employees who were covered by Rail Services Australia Enterprise Agreement 1998 and who translated beyond the top level of ATP 10 in the classifications in Sub-clause 23.1 of Rail Infrastructure Corporation Enterprise Bargaining Agreement 2002 are entitled to the provisions of, and remain covered by, this Agreement, unless they elect to be covered by an Executive Contract.
- 198.3 The remuneration ranges referred to in Sub-clause 198.1, represent Total Remuneration Packages (**TRP**). Prior to individual translations to the TRP, the Employer will advise each Employee of the components of their package.
- 198.4 An Employee's TRP will be in consideration of salary, all allowances payable under this Agreement including daily meal allowances and Industry Allowance as set out at item 1 of Schedule 7B, annual leave loading, and superannuation guarantee contributions, except that the following payments are not included:
- (a) weekend and Shift penalties;
 - (b) overtime;
 - (c) on-call Allowance and call-out;
- where any or all of the above are applicable.
- 198.5 On request, the Employer will review an Employee's TRP where there has been a significant change to the requirements of an Employee's position.
- 198.6 Those former RAC or Argus Employees who individually elected to retain the value of their Employee travel pass in their remuneration in August 2002 shall retain the value of their Employee travel pass in their TRP provided that they have not been reissued with a travel pass, in which case the appropriate deduction will be made from the Employee's TRP.

- 198.7 Employees with a TRP higher than the amount set out at item 2 of Schedule 7B will not be entitled to overtime payments for hours worked in addition to the hours of work prescribed by this Agreement. The Employer may apply discretion to make additional payments for additional hours worked to Employees whose TRP exceeds the amount set out at item 2 of Schedule 7B but is less than the amount set out at item 3 of Schedule 7B as varied. Additional payments for additional hours worked by Employees whose TRP exceeds the amount set out at item 3 of Schedule 7B as varied may only be made with the approval of the General Manager in charge of human resources.
- 198.8 Employees with a TRP higher than the amount set out at item 4 of Schedule 7B are not entitled to on-call payments, but the Employer may exercise discretion for payment of on-call allowance to Employees whose TRP is less than the amount set out at item 5 of Schedule 7B as varied.
- 198.9 An Employee's TRP will be reviewed on an annual basis, consistent with the provisions of Clause 200 (Performance Assessment Guidelines).
- 198.10 No Employee will suffer a reduction in pay during the life of this Agreement due to a change in the relevant market trend.

199 PERFORMANCE AND ASSESSMENT

- 199.1 Each Employee will be provided with an annual performance agreement. New Employees will be provided with an agreement within 3 months of the commencement of employment.
- 199.2 The performance agreement will contain:
- (a) a statement of the relevant accountabilities and competencies for the Employee concerned;
 - (b) a series of quantitative and qualitative targets which the Employee will be responsible to attain;
- 199.3 There will be 2 assessments (carried out by the relevant management team) annually of the performance of each Employee based on the content of the performance agreement. The first assessment will take place after 6 months from the commencement of the financial year and will be an informal assessment. The second assessment will take place after the end of the financial year and will be a formal assessment.
- 199.4 The process outlined in Sub-clauses 199.2 and 199.3 will be documented using the performance planning and review process.
- 199.5 The formal assessment described in Sub-clause 199.3 will determine TRP increases based on merit which will take effect from 1 July each year during the life of the Agreement.

- 199.6 Where an Employee is granted an increase in their TRP as a result of the performance assessment process, then the increased TRP will be regarded as the TRP for the purposes of the following year's assessment.
- 199.7 The Employer will regularly review the remuneration packages of Employees in the light of relevant market trends. TRP may be increased where the review process indicates that the salary level of Employees has fallen below the market median. Any such increase will form part of the performance based increase flowing from the process described in sub-Clause 199.3, 199.5 and 199.6.
- 199.8 No Employee will suffer a reduction in their TRP during the life of this Agreement because of change in the relevant market trends.

200 PERFORMANCE ASSESSMENT GUIDELINES

- 200.1 The parties agree that the performance assessment process described in Clause 199 (Performance and Assessment), must be conducted fairly and objectively.
- 200.2 In order to facilitate the achievement of fairness and objectivity the following guidelines will apply to the process:
- (a) Employees have the opportunity to discuss and agree the targets set for them with their direct supervisor when the targets are set and issued to the Employees;
 - (b) Where any Employee believes that the formal performance assessment made of that Employee has been done so unfairly then the Employee has the right to raise the matter with a senior executive of the Employer;
 - (c) The right of an Employee to take a matter concerning a performance assessment to a senior executive of the Employer will only apply in cases of alleged substantial unfairness. Minor complaints will not be dealt with in this process and can only be raised with the direct supervisor of the Employee concerned or with the General Manager or their nominee;
 - (d) Where a dispute concerning a performance assessment is unable to be resolved by the process described above the parties will use an agreed mediator in order to resolve the dispute.

201 HIGHER GRADE

- 201.1 Employees whose substantive TRP is below the amount set out at item 6 of Schedule 7B who act in a higher position for a period longer than one (1) week (5 days) will be paid an additional amount based on the scale shown in Sub-clause 201.4 for the period of acting.
- 201.2 Employees whose substantive TRP is higher than the amount set out at item 6 of Schedule 7B but less than the amount set out at item 7 of Schedule 7B who act in the same higher position for period of at least one month on a cumulative basis within a 12 month period, will be paid an additional amount based on the scale shown in Sub-clause 201.4 for the duration of the acting for any future period of acting in that position.

201.3 Employees whose substantive TRP is above the amount set out at item 7 of Schedule 7B who act in the same higher position for period of at least 3 months on a cumulative basis, within a 12 month period, will be paid an additional amount based on the scale shown in Sub-clause 201.4 for the duration of the acting or for any future period of acting in that position.

201.4

Period of Acting	% Allowance
0-3 months	5%
3-6 months	7.5%
longer than 6 months	10%

provided that the Employees TRP plus the allowance is not higher than the actual TRP of the incumbent of the higher position.

202 OVERTIME

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

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

202.2 This clause 202.2 shall apply to Salaried Employees classified below ATP 6 (formerly Special Grade Clerk)

- (a) Except in unavoidable circumstances, no Salaried Employee shall work overtime unless authority to do so is first given by an officer with authority to authorise the working of overtime.
- (b) Time worked by a Salaried Employee, except where provided for herein, in excess of seventy-six hours per fortnight or in excess of seven hours thirty-six minutes in any one 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.
 - (i) Where the ordinary hours of duty are worked on the basis of one hundred and 52 hours in a 4 week cycle as prescribed in Clause 29.6 time worked in excess of ordinary hours for a particular fortnight in such cycle or in excess of eight hours in any one shift shall be overtime and paid for at the rate of time and one half. Provided that all time worked in excess of eleven 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.

- (c) Where the custom is to work less than seventy-six hours per fortnight all time worked before, after or beyond the usual hours of duty up to seventy-six hours per fortnight or 7 hours 36 minutes in any one shift shall be paid for at ordinary rates.
 - (i) Where less than 76 hours per fortnight are worked by a Salaried Employee during a four week cycle as provided for in Clause 29.6 all time worked before, after or beyond the usual hours of duty up to the ordinary hours for each fortnight or 8 hours in any one shift shall be paid for at ordinary rates.
- (d) In computing the number of hours worked per fortnight leave with pay shall be counted as time worked.
- (e) For the purpose of calculating hourly rates, the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- (f) Except 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.
- (g) Any overtime paid will be based on a notional base salary of the Employees' TRP Set at 91.7% of the Employees' TRP.

202.3 This Section shall apply to Salaried Employees classified ATP 6 or above. Salaried Employees required to work overtime may be granted such payment in addition to their normal rate of salary as the Employer deems proper in the circumstances of the particular case. Any overtime paid will be based on a notional base salary of the Employees' TRP Set at 91.7% of the Employees' TRP.

202.4 The parties recognise the need for better management of overtime and to discourage excessive overtime. The Employer is committed to better planning and positive consultation with staff with a view to minimising overtime worked. All overtime must be approved by an Employee's manager, including any work performed under the control of another manager.

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

203 HOURS OF WORK

203.1 The standard hours of work for full-time Employees covered by this Section 7 will be 38 hours per week, Monday to Friday.

203.2 Employees are entitled to one (1) rostered day off each 4 weeks and may accumulate RDO's up to a maximum of 5 days at any point in time. Accumulated RDO's may be taken in a block or with rostered/approved annual leave by agreement with the Employer.

203.3 Employees who as at 29 August 2002 work other than a 19-day month, e.g. a 9-day fortnight, may continue to work under such arrangements by local agreement subject to the following:

- (a) In the event that an Employee who works under an arrangement other than a 19 day month is transferred, promoted or redeployed to another position, or their position is regraded, then that Employee will work in accordance with the 19 day month working arrangement.
- (b) Such transfer, promotion or redeployment will not be contrived as a means to remove existing working arrangements.
- (c) In cases where an Employee would suffer genuine hardship as a result of implementation of this Sub-clause, the General Manager in charge of human resources may approve alternative working arrangements.
- (d) Nothing in this Sub-clause will prevent management from altering the work pattern from the 19-day month to suit the needs of the business provided that agreement is reached with the Employees concerned.

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

204 TRAVELLING TIME

204.1 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.

204.2 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.

204.3 Team Managers, Asset Management Group, required to work under a shiftwork arrangement shall be entitled to the provisions contained in Clause 153.3 and Clause 158.

205 EXCESS TRAVEL TIME

205.1 Employees, other than relief staff, 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.

- 205.2 The provisions of this clause do not apply to Employees whose salary exceeds the amount set out at item 8 of Schedule 7B as varied.
- 205.3 Travel time paid under Sub-clause 205.1 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.
- 205.4 **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.

206 TRAVELLING AND INCIDENTAL EXPENSES

- 206.1 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 9 of Schedule 7B per day.
- 206.2 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 206.1 for each 'service entitlement' for which they have incurred expenses where they have been away from the Home Depot overnight.
- 206.3 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. |
- 206.4 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.
- 206.5 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 3 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.

206.6 Employees who are:

- (a) relieving for holidays for periods of not less than 2 weeks; or
- (b) 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 12 of Schedule 7B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.

206.7 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 set out at item 11 of Schedule 7B 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.

206.8 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 11 of Schedule 7B if their return is later than 2 hours after their normal finishing time and is after 1830.

206.9 This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

207 SHIFT WORK

207.1 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.

207.2 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.

207.3 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.

207.4 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.

208 ON-CALL/CALL-OUTS

- 208.1 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.
- 208.2 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.

- 208.3 Subject to Sub-clause 208.4, an Employee who is required by the Employer to be available outside normal working hours for recall to work will be paid the allowance as set out at item 13 of Schedule 7B per rostered day or Shift and the allowance as set out at item 14 of Schedule 7B 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 the amount as set out at item 15 of Schedule 7B as varied.
- 208.4 Employees with a TRP higher than the amount as set out at item 4 of Schedule 7B are not entitled to on-call payments, but the Employer may exercise discretion for payment of on-call allowance to Employees whose TRP is less than the amount as set out at item 3 of Schedule 7B as varied.

209 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%.

210 EFFICIENCY IMPROVEMENT AND WORKPLACE FLEXIBILITY

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

211 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.

212 BROKEN SHIFTS

- 212.1 A broken Shift, within this Section 7, is one during which an Employee is released from duty for other than meal breaks and consists of 2 parts, to be worked between 0600 and 2200.
- 212.2 Employees working a broken Shift shall be paid a minimum of one (1) hour for any portion of such Shift. If a broken Shift extends beyond a spread of 9 hours on any day Monday to Friday, they shall be paid a minimum of one (1) day's pay. All time worked after a spread of 11 hours shall be payable at double time, but such time shall not be included for the calculation of any other penalty.

213 ALLOWANCES

213.1 Climatic Zone Allowance

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

Shall be paid an allowance as set out at item 16 of Schedule 7B per week.

- (b) Where Employees are in receipt of the climatic zone allowance provided for in sub-Clause 213.1(a) work temporarily outside the areas listed in Sub-clause 213.1(a), payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- (c) Additionally, Employees whose home station is Broken Hill shall be paid an allowance as set out at item 17 of Schedule 7B per week.
- (d) These allowances are payable on ordinary time only.

213.2 First Aid Allowance

Employees who received a payment in respect of First Aid Allowance on 29 August 2002 will receive an annualised payment, based on payments received over the 12 months prior to 29 August 2002, in place of the allowance, provided that the Employee continues to exercise first aid responsibilities to the same level previously recognised by the allowance. First Aid training will be made available to all Employees.

214 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.

215 ALLOWANCES AND EXPENSES - GENERAL

Allowances and expenses are contained in Schedule 7B.

216 SICK LEAVE

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

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

216.2 Subject to the foregoing, 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.

216.3 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).

216.4 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.

SCHEDULE 7A - REMUNERATION

CLASSIFICATION AND REMUNERATION

Classification level	Total remuneration package range (\$pa)		
	Min.	Mid.	Max.
ATP Level 1	27600	34500	41400
ATP Level 2	30800	38500	46200
ATP Level 3	33680	42100	50520
ATP Level 4	37040	46300	55560
ATP Level 5	40800	51000	61200
ATP Level 6	45520	56900	68280
ATP Level 7	51920	64900	77,880
ATP Level 8	61440	76800	92160
ATP Level 9	73200	91500	109800
ATP Level 10	86000	107500	112,500

SCHEDULE 7B - ALLOWANCES, EXPENSES AND LIMITS

	1.04.07	1.04.08	1.04.09
Item 1 Industry Allowance (per annum)	\$2,281	\$2,372	\$2,467
Item 2 Overtime lower limit (per annum)	\$91,579	\$95,242	\$99,052
Item 3 Overtime upper limit (per annum)	\$99,477	\$103,456	\$107,594
Item 4 On Call lower limit (per annum)	\$98,915	\$102,872	\$106,987
Item 5 On Call upper limit (per annum)	\$105,980	\$110,219	\$114,628
Item 6 Acting in higher lower limit grade (per annum)	\$62,100	\$64,584	\$67,167
Item 7 Acting in higher grade upper limit (per annum)	\$87,116	\$90,601	\$94,225
Item 8 Excess Travel Time limit (per annum)	\$76,143	\$79,189	\$82,357

TRAVELLING & INCIDENTAL EXPENSES

General

Item 9 Rate per Day	\$140.40	\$146.00	\$151.85
Item 10 Per service	\$35.10	\$36.50	\$37.95
Item 11 Meal / Overtime meal	\$11.75	\$12.20	\$12.80
Item 12 Holiday Relief/ Temp Trans (per week)	\$631.75	\$657.00	\$683.30
Item 13 On Call - Rostered (per shift)	\$19.00	\$19.75	\$20.55
Item 14 On Call - Non – rostered (per shift)	\$28.50	\$29.65	\$30.85
Item 15 On Call - Salary limit (per annum)	\$86,936	\$90,413	\$94,030
Item 16 Climatic Zone (per week)	\$11.90	\$12.40	\$12.90
Item 17 Broken Hill (per week)	\$8.20	\$8.55	\$8.90

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.