

DEED POLL

DATED:

BY: RAIL CORPORATION NEW SOUTH WALES

TITLE: RAILCORP, GUARANTEE OF RIGHTS DEED

THIS DEED POLL is made on **[insert date]**.

BY: RAIL CORPORATION NEW SOUTH WALES (“RailCorp”)

FOR THE BENEFIT OF THE BENEFICIARIES NAMED IN SCHEDULE ONE:

RECITALS

- A. RailCorp is a body established under the *Transport Administration Act 1988* to provide the State of New South Wales with appropriate mechanisms to run and manage its railway system. To that end, RailCorp employs a significant number of people.
- B. Employees of RailCorp have in the past been regulated by a variety of industrial instruments, including State and Federal Awards, State Enterprise Agreements and Federal Certified Agreements.
- C. On 2 September 2004, the High Court handed down its decision in *Electrolux Home Products Pty Limited v Australian Workers Union* [2004] HCA 40. The outcome of this decision was reflected in amendments to the *Workplace Relations Act 1996* in March 2006.
- D. During 2007 and 2008, RailCorp engaged in negotiations with unions representing the employees of RailCorp (those unions being the organisations of employees listed in Schedule One of this Deed Poll) (together “the Unions”) with the intention of entering into an Union Collective Agreement to be approved by the Workplace Authority under Part 8, Division 2 of the *Workplace Relations Act 1996*. It is not certain that all of the terms agreed, or all of the clauses to be incorporated from earlier instruments could validly be included in an approved Agreement as they may not pertain to the relevant relationship between employer and employee.
- E. RailCorp and the Unions agree to remove any provisions where there is doubt that they do not pertain the employer and employee relationship from the proposed Agreement. RailCorp and the Unions agree that those terms would continue to bind RailCorp and the Unions and employees of RailCorp. To that end, RailCorp agrees to incorporate those terms in this Deed Poll to the benefit of those Unions and those employees past and future, so that to the fullest extent possible these terms continue to apply to the employment of employees of RailCorp as though those terms were validly included in an approved Agreement.
- F. In addition, RailCorp and the Unions agree to accept, subject to appeal rights, the decision of the Workplace Authority on the provisions of the proposed Agreement, or by the Australian Industrial Relations Commission, or a court at any other time, concerning the deletion of, or addition to matters contained in the Agreement, as opposed to those matters which are in this Deed Poll.
- G. Accordingly, this Deed Poll sets out the terms and conditions agreed by RailCorp and the Unions but not included in the Agreement.

AGREEMENT

1 Title

This Deed Poll shall be known as “The RailCorp, Guarantee of Rights Deed”.

2 Definitions and interpretations

In this Deed Poll, terms have the same meaning as they do in the Rail Corporation New South Wales, [Union Collective Agreement 2008](#) (“**the Collective Agreement 2008**”).

3 Continued Effect of Excluded Clauses

For the term of this Deed Poll, [RailCorp](#) will continue to extend the benefits provided for in the clauses of the agreements and awards set out in Schedule Two to this Deed Poll to the employees and the Unions to whom those awards and agreements applied prior to the [approval](#) of the [Collective Agreement 2008](#), provided that where those clauses impose obligations or conditions on either or both the relevant employees and Unions, [RailCorp](#) need not extend those benefits to an employee or Union if the relevant employee or Union fails to meet any such condition or obligation.

4 Intention to Create Legal Obligations

It is the intention of [RailCorp](#) to create legally binding obligations (as close as possible to the obligations that would arise if the terms set out in Schedule Two to this Deed Poll were part of the [Collective Agreement 2008](#) and approved by the [Workplace Authority](#)), enforceable by the beneficiaries in Schedule One to this Deed Poll, including persons who will become employees of Rail Corporation.

5 Future Employees

[RailCorp](#) will incorporate the terms of this Deed Poll in the contracts of employment offered to new employees covered by the Collective Agreement, whose employment commences after the making of this Deed Poll but during the term of this Deed Poll, so that those employees receive the benefits set out in this Deed Poll during its term. The terms so incorporated shall not, however, continue to have any effect if this Deed, for any reason, ceases to have effect.

6 Dispute Settlement Procedure

- (i) Grievances, claims, disputes or problems (“disputes”) arising under or in connection with this Deed Poll are to be settled in accordance with the provisions of this clause.
- (ii) The purpose of this Dispute Settlement Procedure (DSP) is to provide an equitable and mutually binding process for dealing with grievances, claims, disputes or problems arising between [RailCorp](#) and Beneficiaries under this Deed Poll as if this Deed Poll were an [approved](#) Agreement.

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- (iii) A beneficiary may invoke this clause by a request to RailCorp and by agreeing to be bound by this clause.
- (iv) The objectives of this clause are to avoid disputes and settle any disputes promptly, fairly and by direct consultation and negotiation at the workplace, wherever possible. Where any matter is referred away from direct negotiations at the workplace, it is the objective of RailCorp and the Beneficiaries to avoid interruption to services and the performance of work, and to ensure that the issues to be dealt with are settled in a fair, equitable manner, consistent with the obligations that RailCorp has adopted under that Agreement.
- (v) Any dispute between RailCorp and Beneficiaries under this Deed Poll shall be processed in accordance with the steps set out below:-

STEP 1: Where a dispute arises it shall be raised in the first instance directly with the local supervisor/ manager. The local supervisor/manager shall provide a written response to the employee concerning the dispute within 48 hours advising them of the action being taken.

STEP 2: If the dispute remains unresolved, it shall be referred to a higher level of local management for discussion with the employee(s) and/ or the local employee representative. These discussions shall conclude within 48 hours of the local manager being aware of the problem. Management will provide a written response, stating the reasons for the position adopted by management regarding the dispute within a further 48 hours.

STEP 3: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Manager of Industrial Relations or his/ her nominee and the employee(s) and/ or the employee(s) representative, shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 48 hours of the completion of Step 2.

STEP 4: If the dispute remains unresolved, each party to the dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the employee representative(s), the CEO of RailCorp or his/ her nominee who will meet and conclude their discussions within 48 hours. The matter may be referred to Unions NSW for resolution of the dispute by any of the parties involved provided Unions NSW is chosen by the employees as their representative.

STEP 5: If the dispute remains unresolved any party may refer the matter to the Australian Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Australian Industrial

Relations Commission, provided that arbitration is limited to disputes that involve matters pertaining to the relationship between the employer and employee(s).

- 6.1 By mutual agreement confirmed in writing, Step 4 outlined above may be avoided, and the parties to the dispute may seek the assistance of the Commission in the terms outlined at Step 5.
- 6.2 If it is decided to refer the matter to the Australian Industrial Relations Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 4. A copy of the notification must be forwarded to all relevant parties to the dispute.
- 6.3 The parties to the dispute may extend the timeframe of Steps 3 – 5 by agreement. Such agreement shall be confirmed in writing.
- 6.4 The status quo before the emergence of the dispute shall continue whilst the above procedure is being followed. For this purpose, “status quo” means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.
- 6.5 The timeframes in Steps 1 to 5 above are exclusive of weekends and public holidays.

7 Right of Entry

RailCorp will, to the extent permitted by law, allow authorised representatives of the Unions the same rights of entry in relation to this Deed Poll as they have in relation to the [Collective Agreement 2008](#).

8 Severability

Part or all of any provision of this Deed Poll that is illegal or unenforceable may be severed from this Deed Poll and the remaining provisions continue in force.

9 Proper law

This Deed Poll is governed by the laws of New South Wales and, subject to Clause 6, Dispute Settlement Procedure, [RailCorp](#) submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts.

10 Transmission of Business

[RailCorp](#) shall use [its](#) best endeavours to ensure that an entity which is a successor, assignee or transmittee (whether immediate or not) of the business or part thereof (as defined by section 585 of the *WRA*) of [RailCorp](#), and which successor, assignee or transmittee is not otherwise bound by the terms of this Deed Poll, executes a Deed Poll which includes the covenants (including this covenant) contained in this Deed and which is in favour of the category of employees as at the date of that Deed and the Unions that are defined by Schedule One of this Deed (or the successors of such Unions).

11 Variation of this Deed Poll

RailCorp reserves the right to vary this Deed Poll in any of the following circumstances:

- (a) In the event that a term or terms of this Deed Poll has been ruled, by the Commission or a Court, to be a matter pertaining to the employment relationship, **RailCorp** agrees to apply to the Commission (or to support an application by the Unions) for an order under section 367 of the WRA varying the **Collective** Agreement 2008 to include such term or terms.

In the event that the **Collective** Agreement is varied by the Commission in the manner described above, the relevant term of this Deed Poll will be void and will have no force or effect as a term of this Deed Poll.

- (b) This Deed Poll may be varied by **RailCorp** with the consent of the Unions so as to include or vary any provision which may become necessary following the consolidation of the existing Conditions of Employment pursuant to clause 9.6 of the Enterprise Agreement 2005 or the production of a consolidated employees' handbook pursuant to clause 9.7 of the Enterprise Agreement 2005.
- (c) This Deed Poll may be varied by **RailCorp** if a valid majority of employees whose employment is subject to the Deed Poll at the time genuinely approve the relevant variation of the Deed Poll.

12 Term of this Deed Poll

This Deed Poll (unless earlier terminated in accordance with the provisions of this Deed) shall remain in force or effect for the duration of the period during which the **Collective** Agreement 2008 remains in operation consistent with sections 352 and 381 of the WRA.

13 Termination of Deed Poll during its Term

- (a) This Deed Poll may be terminated by **RailCorp** if:
 - (i) all provisions in Schedule 2 have been superseded or moved to the Agreement;
 - (ii) a valid majority of employees whose employment is subject to the Deed Poll at the time genuinely approve the termination of the Deed Poll;
 - (iii) **RailCorp** makes a new Deed Poll which the Unions agree is not disadvantageous to the employees whose employment is subject to the Deed Poll at the time; or
 - (iv) the Unions consent to the termination,
- (b) This Deed Poll ceases to bind **RailCorp** to the extent that the Deed Poll relates to the whole or part of their business (as defined by section 585 of

the *WRA*) which is transmitted (whether immediate or not) to another entity during the operation of this Deed Poll.

14 Renegotiation

The parties to this Deed will commence negotiations for a replacement Deed no later than six months prior to the expiration of the Collective Agreement 2008.

EXECUTED AS A DEED POLL

SIGNED, SEALED AND DELIVERED by)
RAIL CORPORATION NEW SOUTH)
WALES)

Chief Executive Rail Corporation
of New South Wales

Signature of Witness

Name of Witness

SCHEDULE ONE

Present and future employees of Rail Corporation (with the exception of Management Contract Staff and Executive Contract Staff) employed during the term of this Deed Poll.

AND the following organisations of employees, their branches, officers and members employed in Railcorp:

Association of Professional Engineers, Scientists and Managers, Australia

Automotive, Food, Metals Engineering, Printing and Kindred Industries Union

Australian Municipal, Administrative, Clerical and Services Union

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia

The Australian Workers Union

Australian Rail, Tram and Bus Industry Union

Construction, Forestry Mining and Energy Union

(collectively the “**Beneficiaries**”)

SCHEDULE TWO

AGREEMENT / AWARD	CLAUSE	PROVISION
State Rail Authority of New South Wales Enterprise Agreement, 1997	Clause 3.1.17 – Payroll deductions	3.1.17 Payroll deductions (i) State Rail will, upon receiving express written authorisation from individual employees, provide automatic payroll deductions from wages and salaries and transfer such monies to a range of various banking institutions to a maximum of five, health funds, unions (who are parties to this Agreement), insurers, government agencies, etc. as agreed by the parties. (ii) There will be no financial cost to the employee for the provision of this service.
State Rail Authority of New South Wales Enterprise Agreement, 1992	Clause 14 – Allowances to employees transferred	14 Allowances to employees transferred Employees with dependents transferred in the interests of the Authority or on promotion. Employees with dependents who are transferred in the interests of the Authority or on promotion, shall be entitled to payment for time lost in transfer free conveyance of furniture by rail and first class pass for employees, spouse and dependent children, and shall be allowed reasonable expenses to cover: 14.1 The cost of living for employees, spouse and dependent children between the time residence is vacated and the time of departure of the first suitable public transport. 14.2 The cost of living whilst traveling during transfer by the quickest available public transport to the new home station by employees and their spouse and dependent children, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available public transport would exceed 12 hours. 14.3 The cost of board and lodging for employees and their wives and dependent children if they accompany them until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$352.80 per week and to the allowance not being paid for more than six weeks. Provided that if a residence is not available at the new station and employees families do not accompany them at the time of their transfer, they shall be allowed reasonable expenses to cover the cost of board and lodging for themselves at the new home station, and for their wives and

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>dependent children elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$352.80 per week and to the allowance not being paid for more than six weeks.</p> <p>Provided further that if a residence is available at the new home station, and employees families do not accompany them at the time of their transfer, they shall not be allowed any expenses to cover the cost of board and lodging unless and until their families transfer to the new home station, when, subject to the furniture being loaded for dispatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the family at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$352.80 per week, and shall not be paid for more than two weeks.</p>
	14.4	<p>Packing and carting of furniture from house to departure station and for cartage from station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure station. These quotations are then to be submitted to the appropriate manager who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>The quotations for packing must be separate from the quotations for cartage and are not to include consideration for sling cases.</p> <p>Tenders for delivery and unpacking of the furniture at the destination station will be obtained by the appropriate manager and particulars of the tender to be accepted will be sent to the employees concerned.</p>
	14.5	<p>Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p>
	14.5.1	<p>Employees without dependents and who are transferred in the interests of the Authority or on promotion - shall be entitled to payment for time lost in transfer and a first class pass, and shall be allowed reasonable expenses to cover cost of living, whilst traveling by the quickest available public transport to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available public transport would exceed 12 hours.</p> <p>Provided further that any such employees who own their home or leases an unfurnished flat or</p>

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		<p>house at the time of transfer shall be allowed free conveyance of furniture by rail and reasonable expenses to cover packing and carting of furniture in accordance with the provisions of 14.4.</p> <p>14.5.2 Employees not otherwise provided for - employees transferred in circumstances other than those specified shall be entitled to free conveyance of furniture by rail (if married) and first class pass for themselves, spouses and dependent children.</p> <p>14.5.3 Definition of “dependents” - for the purpose of this clause, includes widows, divorcees or de facto partner residing in and maintaining a home with a dependent child or children.</p>
<p>Senior Officer’s - Rail, Bus and Ferries New South Wales Award, 2002</p>	<p>Clause 10.4 – Transfer allowances</p>	<p>10.4 Transfer allowances</p> <p>In this clause dependant/s shall be defined in accordance with clause 10.5.</p> <p>10.4.1 Officers with a dependant/s transferred in interests of Employer or on promotion</p> <p>An officer with dependant/s, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, free conveyance of furniture by rail and a first class pass the for the officer and his dependant/s and shall be allowed reasonable expenses to cover:</p> <p>10.4.1 (a) The cost of living for the officer and dependant/s between the time residence is vacated and the time of departure of the first suitable train;</p> <p>10.4.1(b) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the officer and dependant/s, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>10.4.1(c) The cost of board and lodging for the officer and dependant/s if they accompany the officer, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$399.20 per week and to the allowance not being paid for more than six weeks.</p>

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		<p>10.4.1(c)(i) Provided that if a residence is not available at the new station and an officer's dependant/s do not accompany the officer at the time of transfer, the officer shall be allowed reasonable expenses to cover the cost of board and lodging for himself/herself at the new home station, and for his/her dependant/s elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$399.20 per week and to the allowance not being paid for more than six weeks.</p> <p>10.4.1(c)(ii) Provided further that if a residence is available at the new home station, and an officer's dependant/s do not accompany him/her at the time of transfer, the officer shall not be allowed any expenses to cover the cost of board and lodging unless and until his / her dependant/s transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependant/s at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$399.20 per week, and shall not be paid for more than two weeks.</p> <p>10.4.1(d) Packing and carting of furniture from house to departure station and for cartage from station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure station. These quotations are then to be submitted to the Human Resource Manager who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>10.4.1(d)(i) The quotations for packing must be separate from the quotations for cartage and are not to include consideration for sling cases.</p> <p>10.4.1(d)(ii) Tenders for delivery and unpacking of the furniture at the destination station will be obtained by the Manager Human Resources and particulars of the tender to be accepted will be sent to the officer concerned.</p> <p>10.4.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p> <p>10.4.2. Officers without dependants transferred in interests of Employer or on promotion</p>

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		<p>An officer without dependants who is transferred in the interests of the employer on promotion, shall be entitled to payment for time lost in transfer and a first class pass, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours</p> <p>10.4.2(a) Provided further that any such officer who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed free conveyance of furniture by rail and reasonable expenses to cover packing and carting of furniture in accordance with the provisions of 10.4.1(d).</p> <p>10.4.3 Officers not covered by subclause 10.4.1 and 10.4.2</p> <p>An officer with dependants transferred in circumstances other than those specified in 10.4.1 and 10.4.2 shall be entitled to free conveyance of furniture by rail and first class pass for the officer and dependant/s.</p>
Railways Professional Officers Award, 2002	Clause 12 – Transfer allowances	<p>12. Transfer Allowances</p> <p>Clauses 12.1 to 12.4 apply in the states of Victoria and Western Australia.</p> <p>12.1 Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.</p> <p>12.2 Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.</p> <p>12.3 Employees required by the employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days notice and allowed such time as is deemed necessary, with a maximum of one day, in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects</p> <p>12.4 Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental expenses as though they were only temporarily absent from their headquarters in the first instance except for employees who are</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>transferred at their own request, for disciplinary reasons and/or for incompetence before the expiration of the relevant three month period.</p> <p>12.5 The following conditions shall apply to employees of State Rail Authority of New South Wales, Rail Infrastructure Corporation and Pacific National.</p> <p>12.5.1 Officers with dependants transferred in interests of the employer or on promotion</p> <p>12.5.1(a) An officer with dependants, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the officer and dependants and shall be allowed reasonable expenses to cover:</p> <p>12.5.1(a)(i) The cost of living for the officer and dependants between the time the residence is vacated and the time of departure of the first suitable train;</p> <p>12.5.1(a)(ii) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the officer and his / her dependants, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>12.5.1(a)(iii) The cost of board and lodging for the officer and for his / her dependants if they accompany the officer, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$399.20 per week and to the allowance not being paid for more than six weeks.</p> <p>12.5.1(a)(iii)(1) Provided that if a residence is not available at the new station and an officer's dependants do not accompany him/ her at the time of his/ her transfer,</p>

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		<p>he / she shall be allowed reasonable expenses to cover the cost of board and lodging for the officer at the new home station, and for his / her dependants elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$399.20 per week and to the allowance not being paid for more than six weeks.</p> <p>12.5.1(a)(iii)(2) Provided further that if a residence is available at the new home station, and an officer's dependants do not accompany him / her at the time of transfer, he/ she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/ her dependants transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependants at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$399.20 per week, and shall not be paid for more than two weeks.</p> <p>12.5.1(a)(iv) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>12.5.1(a)(v) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p>

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		<p>12.5.2 Officers without dependants transferred in interests of the employer or on promotion</p> <p>12.5.2.(a) An officer without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>12.5.2.(b) Provided further that any such officer who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 12.5.1(a)(iv).</p> <p>12.5.3 Officers not covered by clause 12.5.1 and 12.5.2.</p> <p>An officer with dependants transferred in circumstances other than those specified in clauses 16.1 and 16.2 shall be entitled to reasonable costs incurred in removing household effects to the new location and free rail travel for the officer and dependant/s.</p> <p>12.5.4 Definition of Dependants</p> <p>For the purpose of this clause a dependant means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the officer on a bona fide domestic basis; or a child or parent of the employee or of the spouse or partner, who ordinarily resides with the officer and is wholly or substantially dependant on the officer.</p>
Railways Traffic, Permanent Way And Signalling Wages Staff Award, 2002	Clause 16.9 – Transfer allowances	<p>16.9 Transfer allowances</p> <p>16.9.1 Employees required by the Employer to permanently transfer from one location to another shall be paid actual reasonable out of pocket expenses; but in each case details of the expenses shall be submitted and all items must be supported by receipted vouchers.</p> <p>16.9.2 Employees who are permanently transferred shall be reimbursed all reasonable relocation expenses for themselves, their spouses, their dependents and their furniture and effects.</p>

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		<p>16.9.3 Employees required by the employer to permanently transfer shall be given, except in special cases of emergency or unforeseen occurrence, seven days notice and allowed such time as is deemed necessary, with a maximum of one day, in which to pack and such time as is necessary, with a maximum of one day, to unpack their effects</p> <p>16.9.4 Employees shall not be permanently transferred for a period of less than three months. Employees who have been permanently transferred and who are again permanently transferred before the expiration of three months, shall be paid travelling and incidental expenses as though they were only temporarily absent from their headquarters in the first instance except for employees who are transferred at their own request, for disciplinary reasons and/or for incompetence before the expiration of the relevant three month period.</p> <p>16.9.5 Any employee who has been transferred as a requirement of the employer and has been unable to procure housing accommodation at their new location shall be paid travelling and incidental expenses under clause 16.10 for a period of up to 7 days.</p>
<p>Railways Traffic, Permanent Way And Signalling Wages Staff Award, 2002</p>	<p>Clause 38.9 – Transfer allowances</p>	<p>38.9 Transfer Allowances</p> <p>In this clause dependant/s shall be defined in accordance with clause 38.9.4.</p> <p>38.9.1 Employees with a dependant/s transferred in interests of the employer or on promotion</p> <p>An employee with dependant/s, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the employee and dependant/s and shall be allowed reasonable expenses to cover:</p> <p>38.9.1(a) The cost of living for the employee and dependant/s between the time the residence is vacated and the time of departure of the first suitable train;</p> <p>38.9.1(b) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the employee and his/her dependant/s, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>38.9.1(c) The cost of board and lodging for the employee and for his / her dependant/s if they accompany the employee, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>38.9.1(c)(i) Provided that if a residence is not available at the new station and an employee's dependant/s do not accompany him/ her at the time of his/ her transfer, he/she shall be allowed reasonable expenses to cover the cost of board and lodging for the employee at the new home station, and for his/her dependant/s elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>38.9.1(c)(ii) Provided further that if a residence is available at the new home station, and an employee's dependant/s do not accompany him/her at the time of transfer, he/she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/ her dependant/s transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependant/s at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$437.20 per week, and shall not be paid for more than two weeks.</p> <p>38.9.1(d) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>38.9.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p> <p>38.9.2 Employees without dependants transferred in interests of the employer or on promotion</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>38.9.2(a) An employee without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>38.9.2(a)(i) Provided further that any such employee who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 38.9.1(d).</p> <p>38.9.3 Employees not covered by clause 38.9.1 and 38.9.2.</p> <p>An employee with dependants transferred in circumstances other than those specified in clauses 38.9.1 and 38.9.2 shall be entitled to reasonable costs incurred in removing household effects to the new location and free rail travel for the employee and dependant/s.</p> <p>38.9.4. Dependants means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the employee on a bona fide domestic basis; or a child or parent of the employee or of the spouse or partner, who ordinarily resides with the employee and is wholly or substantially dependant on the employee.</p>
Railways Traffic, Permanent Way And Signalling Wages Staff Award, 2002	Clause 61.11	<p>61.11 Transfer allowances</p> <p>In this clause dependant/s shall be defined in accordance with clause 61.11.4.</p> <p>61.11.1 Employees with a dependant/s transferred in interests of the employer or on promotion</p> <p>An employee with dependant/s, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the employee and dependant/s and shall be allowed reasonable expenses to cover:</p> <p>61.11.1(a) The cost of living for the employee and dependant/s between the time the residence is</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>vacated and the time of departure of the first suitable train;</p> <p>61.11.1(b) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the employee and his / her dependant/s, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>61.11.1(c) The cost of board and lodging for the employee and for his / her dependant/s if they accompany the employee, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>61.11.1(c)(i) Provided that if a residence is not available at the new station and an employee's dependant/s do not accompany him/her at the time of his/ her transfer, he/she shall be allowed reasonable expenses to cover the cost of board and lodging for the employee at the new home station, and for his/her dependant/s elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>61.11.1(c)(ii) Provided further that if a residence is available at the new home station, and an employee's dependant/s do not accompany him/her at the time of transfer, he/she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/ her dependant/s transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependant/s at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$437.20 per week, and shall not be paid for more than two weeks.</p> <p>61.11.1(d) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>61.11.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p> <p>61.11.2 Employees without dependants transferred in interests of the employer or on promotion</p> <p>An employee without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>61.11.2(a) Provided further that any such employee who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 61.11.1(d).</p> <p>61.11.3 Employees not covered by clause 61.11.1 and 61.11.2.</p> <p>An employee with dependants transferred in circumstances other than those specified in clauses 61.11.1 and 61.11.2 shall be entitled to reasonable costs incurred in removing household effects to the new location and free rail travel for the employee and dependant/s.</p> <p>61.11.4. Dependants means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the employee on a bona fide domestic basis; or a child or parent of the employee or of the spouse or partner, who ordinarily resides with the employee and is wholly or substantially dependant on the employee.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
The Railways Miscellaneous Grades Award, 1960	Clause 32 – Transfers, expenses, etc	<p>32 Transfers, Expenses, Etc</p> <p>(a) Any employee shall, when transferred, be granted:</p> <p>(i) a free pass for himself and his wife and family (if any) and any relatives solely dependent upon him for support; and</p> <p>(ii) free transport by rail of his household effects and other effects which may be sanctioned by the Authority.</p> <p>(b) Any employee who is transferred to or from any place outside the suburban area shall be credited with one day (but not more) for each day on which it is necessary for him to travel in connection with the transfer, provided:</p> <p>(i) that any such employee who works a portion of any day in addition to so travelling shall be credited with the allowance elsewhere prescribed in this part for travelling time for the time occupied in travelling subject to a maximum credit for one day for such travelling time and to a minimum of one day for the total time occupied in travelling and in work; and</p> <p>(ii) that the time occupied in travelling in connection with such transfer shall not include the time occupied on any second trip made by the employee for the purpose of bringing his wife and family or for any other reason unless he receives less than seven days notice of the transfer.</p> <p>In addition, any employee who is permanently transferred shall be allowed such time as is deemed necessary with a maximum of one day in which to pack and such time as is deemed necessary with a maximum also of one day to unpack his effects.</p> <p>(c) Any such employee who is obliged en route to procure meals or to incur board and lodging expenses for himself, wife and family or any relatives solely dependent upon him for support shall be allowed such actual expenses as are deemed to be reasonable.</p> <p>(d) Any employee who is transferred from one place within the suburban area to another place within such area, and is consequently obliged to change his place of residence, shall be allowed such time as is deemed necessary with a maximum of one day in which to pack and such time as is deemed</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>necessary with a maximum also of one day in which to transfer and to unpack his effects.</p> <p>(e) Any married employee who is transferred (other than at his own request, unless to conserve his seniority or to obtain promotion) and has not procured house accommodation at his new location shall be granted expenses, but only for himself, in accordance with the travelling scale up to a period of seven days from the date of transfer and if at the expiration of such period he is still without house accommodation and is unable to obtain same he may be granted such further expenses as the Authority thinks fit.</p> <p>(f) Any employee who is transferred and who is obliged to incur expenses for board and lodging:</p> <p>(i) before departure from his old location; or</p> <p>(ii) whilst awaiting the arrival of his furniture at his new location, provided that he shall not be responsible for the non-arrival of the furniture;</p> <p>may be allowed any expense reasonably incurred in respect of himself, wife and family or any other relative solely dependent upon him for support.</p> <p>(g) Any employee who is transferred shall be granted such actual cartage expenses as are deemed to have been reasonably incurred in connection with such transfer.</p> <p>(h) Any employee who mutually agrees to exchange with another officer or employee and who is transferred accordingly, shall not be granted any expenses, except under the provisions of paragraph (ii) of subclause (f) hereof.</p> <p>This provision, however, shall not apply to any employee who produces satisfactory evidence that the transfer is necessitated by the state of health of himself, wife or member of his family or relative solely dependent upon him for support.</p> <p>(i) No married employee shall be permanently transferred for a period of less than two months unless he is granted full travelling and incidental expenses for the period of the transfer as prescribed in subclause (a) of clause 3 of this part.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>Provided that if the employee be transferred at his own request or for disciplinary reasons or incompetence before the expiration of two months, no such allowance shall be granted.</p>
<p>Salaried Officers' (Railways - New South Wales) Award, 2002</p>	<p>Clause 14.5 – Transfer allowances</p>	<p>14.5 Transfer allowances</p> <p>14.5.1 Officers with dependants transferred in interests of the employer or on promotion</p> <p>An officer with dependants, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the officer and dependants and shall be allowed reasonable expenses to cover:</p> <p>14.5.1(a) The cost of living for the officer and dependants between the time the residence is vacated and the time of departure of the first suitable train;</p> <p>14.5.1(b) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the officer and his / her dependants, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>14.5.1(c) The cost of board and lodging for the officer and for his / her dependants if they accompany the officer, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>14.5.1(c)(i) Provided that if a residence is not available at the new station and an officer's dependants do not accompany him/ her at the time of his/ her transfer, he / she shall be allowed reasonable expenses to cover the cost of board and lodging for the officer at the new home station, and for his / her dependants elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>14.5.1(c)(ii) Provided further that if a residence is available at the new home station, and an officer's dependants do not accompany him / her at the time of transfer, he/ she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/ her dependants transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependants at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$437.20 per week, and shall not be paid for more than two weeks.</p> <p>14.5.1(d) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.</p> <p>14.5.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p> <p>14.5.2 Officers without dependants transferred in interests of the employer or on promotion</p> <p>14.5.2(a) An officer without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>14.5.2(b) Provided further that any such officer who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 14.5.1(d).</p> <p>14.5.3 Officers not covered by clause 14.5.1 and 14.5.2.</p> <p>An officer with dependants transferred in circumstances other than those specified in 14.5.1 and</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>14.5.2 shall be entitled to reasonable costs incurred in removing household effects to the new location and free rail travel for the officer and dependant/s.</p> <p>14.5.4 Definition of Dependants</p> <p>For the purpose of this clause a dependant means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the officer on a bona fide domestic basis; or a child or parent of the officer or of the spouse or partner, who ordinarily resides with the officer and is wholly or substantially dependant on the officer.</p>
<p>Railways Metal Trades Grades Award, 2002</p>	<p>Clause 35.13 – Transfer allowance</p>	<p>35.13 Transfer allowance</p> <p>In this clause dependant/s shall be defined in accordance with clause 35.13.4</p> <p>35.13.1 Employees with a dependant/s transferred in interests of Employer or on promotion</p> <p>An employee with dependant/s, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the employee and dependant/s and shall be allowed reasonable expenses to cover:</p> <p>35.13.1(a) The cost of living for the employee and dependant/s between the time the residence is vacated and the time of departure of the first suitable train;</p> <p>35.13.1(b) The cost of living whilst travelling during transfer by the quickest available train service to the new home station by the employee and his/her dependant/s, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>35.13.1(c) The cost of board and lodging for the employee and for his/her dependant/s if they accompany the employee, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$437.20 per week and to the allowance not being</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		paid for more than six weeks.
		35.13.1(c)(i) Provided that if a residence is not available at the new station and an employee's dependant/s do not accompany him/ her at the time of his/her transfer, he/she shall be allowed reasonable expenses to cover the cost of board and lodging for the employee at the new home station, and for his/her dependant/s elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.
		35.13.1(c)(ii) Provided further that if a residence is available at the new home station, and an employee's dependant/s do not accompany him / her at the time of transfer, he/she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/her dependant/s transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependant/s at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$437.20 per week, and shall not be paid for more than two weeks.
		35.13.1(d) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance of any tender.
		35.13.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.
		35.13.2 Employees without dependants transferred in interests of the employer or on promotion
		35.13.2(a) An employee without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>35.13.2(b) Provided further that any such employee who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 35.13.1(d).</p> <p>35.13.3 Employees not covered by clause 35.13.1 and 35.13.2</p> <p>An employee transferred in circumstances other than those specified in clauses 35.13.1 and 35.13.2 shall if the employees has dependants be entitled to reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 35.13.1(d) and free rail travel for the employee and dependant/s.</p> <p>35.13.4 Dependant/s means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the employee on a bona fide domestic basis; or a child or parent of the employee or of the spouse or partner, who ordinarily resides with the employee and who is wholly or substantially dependent on the employee.</p>
Railways Metal Trades Grades Award, 2002	Clause 50.12 – Transfer allowance	<p>50.12 Transfer allowance</p> <p>In this clause dependant/s shall be defined in accordance with clause 50.12.4</p> <p>50.12.1 Employees with a dependant/s transferred in interests of Employer or on promotion</p> <p>An employee with dependant/s, who is transferred in the interests of the employer or on promotion, shall be entitled to payment for the time lost in transfer, reasonable costs incurred in removing household effects to the new location, free rail travel to the new location for the employee and dependant/s and shall be allowed reasonable expenses to cover:</p> <p>50.12.1(a) The cost of living for the employee and dependant/s between the time the residence is vacated and the time of departure of the first suitable train;</p> <p>50.12.1(b) The cost of living whilst travelling during transfer by the quickest available train service</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>to the new home station by the employee and his/her dependant/s, irrespective of whether they travel together or separately, provided that such cost may include the cost of one meal after arrival at the new home station, and that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours;</p> <p>50.12.1(c) The cost of board and lodging for the employee and for his/her dependant/s if they accompany the employee, until a residence is available at the new home station, or until the arrival of furniture if the residence is available, whichever is the longer period, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>50.12.1(c)(i) Provided that if a residence is not available at the new station and an employee's dependant/s do not accompany him/her at the time of his/her transfer, he / she shall be allowed reasonable expenses to cover the cost of board and lodging for the employee at the new home station, and for his/her dependant/s elsewhere, up to the date a residence is available at the new home station, subject to a maximum of \$437.20 per week and to the allowance not being paid for more than six weeks.</p> <p>50.12.1(c)(ii) Provided further that if a residence is available at the new home station, and an employee's dependant/s do not accompany him/her at the time of transfer, he/ she shall not be allowed any expenses to cover the cost of board and lodging unless and until his/her dependant/s transfer to the new home station, when, subject to the furniture being loaded for despatch at the same time as the family transfer to the new home station, reasonable expenses to cover the cost incurred for board and lodging from the time of arrival of the dependant/s at the new home station to the time of arrival of the furniture shall be allowed. Such allowance shall not exceed \$437.20 per week, and shall not be paid for more than two weeks.</p> <p>50.12.1(d) Packing and carting of furniture from house at departure station to house at destination and unpacking; provided that where practicable, quotations shall be obtained from at least two carriers for packing and cartage of furniture at the departure location. These quotations are then to be submitted to the Manager Human Resources who will advise which tender is to be accepted. This approval must be obtained before the acceptance</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>of any tender.</p> <p>50.12.1(e) Cartage to and from the store, and storage, when it is necessary to store furniture pending a residence becoming available.</p> <p>50.12.2 Employees without dependants transferred in interests of the employer or on promotion</p> <p>50.12.2(a) An employee without dependants who is transferred in the interests of the employer or on promotion, shall be entitled to payment for time lost in transfer and free travel by rail, and shall be allowed reasonable expenses to cover cost of living, whilst travelling by the quickest available train service to the new home station, provided that a reasonable break in the journey may be taken if travel by the quickest available train service would exceed 12 hours.</p> <p>50.12.2(a)(i) Provided further that any such employee who owns their own home or leases an unfurnished flat or house at the time of transfer shall be allowed reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 50.12.1(d).</p> <p>50.12.3 Employees not covered by clause 50.12.1 and 50.12.2</p> <p>An employee transferred in circumstances other than those specified in clauses 50.12.1 and 50.12.2 shall if the employees has dependants be entitled to reasonable costs incurred in removing household effects to the new location in accordance with the provisions of 50.12.1(d) and free rail travel for the employee and dependant/s.</p> <p>50.12.4 Dependant/s means a spouse in either a marital or de facto relationship, including a same sex partner who resides with the employee on a bona fide domestic basis; or a child or parent of the employee or of the spouse or partner, who ordinarily resides with the employee and who is wholly or substantially dependent on the employee.</p>
<p>State Rail Authority of New South Wales Enterprise Agreement, 2002</p>	<p>Clause 5 - Tenders</p> <p>[Note: "Clause</p>	<p>Attachment 3 – Outsourcing / Contracting Out</p> <p>5. SRA acknowledges that a fundamental principle of procurement planning is appropriate and early consultation with clients, stakeholders and others impacted by the procurement. The parties agree to facilitate this by an exchange of information regarding sound industrial relations and employment</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
	<p>5 - Tenders” does not exist in the agreement. The clause on tenders is located in Attachment 3 – Outsourcing / Contracting Out – it is clause 5 of this attachment]</p>	<p>practices:</p> <p>5.1 SRA to advise the Secretary of the Labor Council of any proposed tenders.</p> <p>5.2 During the tender planning stage the Labor Council, or a single affiliate nominated by the Labor Council (in those cases where the affiliate is the most appropriate contact for the particular tender), may submit information to SRA about any potential tenderer from these industry sectors;</p> <p>5.3 SRA, the Labor Council and nominated affiliates, will treat all information exchanged according to the rules of procedural fairness, integrity and probity consistent with the requirements of the Code of Tendering of NSW Government Procurement; and</p> <p>5.4 Before an expression of interest, or tender, is evaluated evidence of compliance with all applicable employment and industrial relations obligations will be required from prospective service providers tendering for SRA contracts.</p>
<p>Public Transport Construction Award</p>	<p>Clause 33A – Deduction of Union membership fees</p>	<p>33A. Deduction of Union Membership Fees</p> <p>(i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union’s rules.</p> <p>(ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.</p> <p>(iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union’s rules, provided that the employee has authorised the employer to make such deductions.</p> <p>(iv) Monies so deducted from employee’s pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees’ union membership accounts.</p> <p>(v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		(vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.
Rail Services Australia Infrastructure Worker Construction Enterprise Agreement, 2000	Clause 20 – Supplementary labour	<p>20 Supplementary labour</p> <p>The parties recognise there may be a genuine need in periods of peak production and/or skill shortages to supplement labour in order to complete critical elements of work.</p> <p>Supplementary labour will only be used for major periodic maintenance, construction, new works, project type work, and the Workshops, provided there is prior consultation and there is a ,genuine need.</p> <p>Where supplementary labour is engaged, rates of pay and loading percentages no less than those applicable to RSA employees in the relevant classification and location will be applied.</p> <p>Supplementary labour will only be introduced in the Workshops when all alternative employment options have been exhausted, and only by agreement of all the parties. All parties agree to act in good faith to facilitate the above provision.</p>
Rail Access Corporation (Argus Telecommunications Office Staff) Enterprise Agreement, 1999	Clause 17 – Deduction of Union Fees	<p>17 Deduction of Union fees</p> <p>The Corporation will provide payroll facilities for the deduction of-union fees authorised by employees.</p>
Rail Access Corporation (Argus Telecommunications Field Staff) Enterprise Agreement, 1999	Clause 33 – Deduction of Union Fees	<p>33 Deduction of Union Fees</p> <p>Argus Telecommunications will provide payroll facilities for the deduction of union fees authorised by employees.</p>
Rail Infrastructure Corporation Enterprise Agreement, 2002 - Moving Forward	Clause 7.1 – Supplementary labour	<p>7.1 Supplementary labour</p> <p>7.1.1 Definitions</p> <p>For the purposes of this clause, the following definitions will apply:</p> <p>i) a Labour Hire Business is a business (whether an organisation, business enterprise,</p>

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		<p>company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply labour employed or engaged by it to another employer for the purpose of that labour performing work or services for that other employer.</p> <p>ii) a Contract Business is a business (whether an organization, business enterprise, company partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a service or services to that other employer which might otherwise have been carried out by that other employer's own employees.</p> <p>iii) Outsourcing is the contracting out of any work from RIC to another individual or organisation(s).</p> <p>7.1.2 Intent</p> <p>The intent of this clause is:</p> <p>i) That it apply in connection with the traditional areas of Infrastructure work which have utilised contractors and labour hire;</p> <p>ii) to ensure RIC builds sufficient capability within its employees to meet its core business needs;</p> <p>iii) that work practice impediments to the flexible use of internal resources are removed;</p> <p>iv) employees are given preference of employment over Contractors, Labour Hire agencies, casual or temporary staff including any available overtime where their skills and knowledge meet the job requirements, and where this is consistent with sound business practice;</p> <p>v) to recognise that contractors/outsourcing is a legitimate resource where internal benchmarks are not achieved and that unions will not unreasonably oppose utilisation of contractors for that purpose; and,</p> <p>vi) to acknowledge that this clause is not an extension of requirements as outlined in Minister's Guidelines and Rail Reform Strategic Issues Paper.</p> <p>vii) The arrangements in clauses 7.1 - Supplementary Labour, and 7.2 Outsourcing/Contracting, do not apply to the current Shared Business Services program.</p> <p>7.1.3 Agreement on the Use of Contractors and Labour Hire Agencies</p> <p>The parties to this Agreement recognise that its intent is to enable the management of the business</p>

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		<p>units within RIC to have the flexibility to use Contractors and/or Labour Hire agencies as required to benefit the business and/or satisfy its customer's requirements. The following conditions will be used to guide the process.</p> <ul style="list-style-type: none"> i) Contractors and/or Labour Hire agencies will be utilised to support the business's permanent workforce to cover short-term peak workloads, specific projects of a known duration, staff absences, and to achieve internal benchmarks, as required. ii) The parties confirm their commitment to permanent employment and as such, Contractors and/or Labour Hire agencies will not be used to replace permanent positions in RIC's core workforce/establishment. iii) Justification for the use of Contractors and/or Labour Hire agencies will be based on the needs of the Business and the Customer's requirements. iv) Contractors and Labour Hire agencies must be able to demonstrate and guarantee employees undertaking RIC activities have the appropriate skills and qualifications to safely and competently undertake the task/s. Evidence of such skills and qualifications will be held by RIC and available for audit by regulators. <p>7.1.4 Arrangements Concerning Contractors and/or Labour Hire Agencies</p> <p>In any contract or arrangement for the provision of supplementary labour, RIC will require the business or service provider, to satisfy the following terms:</p> <ul style="list-style-type: none"> i) The business or service provider, other than a sole trader, must be able to demonstrate that it has a State or Federal award and/or enterprise agreement in force, which governs the terms of employment of the employees. ii) The business or service provider must comply with applicable Occupational Health and Safety and Workers' Compensation legislation. iii) The business or service provider must ensure that the employees it assigns to provide the supplementary labour are properly certified in the applicable safeworking requirements and competencies to perform the work.

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		<ul style="list-style-type: none"> iv) All employees must receive a site induction and attend any pre-work briefing. v) The employees must receive 'rates of pay' and 'loadings' no less than that received by the equivalent classification under this agreement. For the purposes of this sub-clause "rates of pay" means the base rate plus industry allowance (where applicable) and "loadings") means shift penalty, Saturday or Sunday penalty, public holiday penalty, or overtime penalty, whichever is applicable. vi) RIC will inform Contractors and Labour Hire agencies of its policy to maintain positive working relationships with appropriate unions and expectation that they adopt this policy. vii) Contractors will be required to present to RIC and implement a fatigue management plan. viii) Where a dispute arises as to the application or implementation of this clause, the matter will be referred to clause 12 - Dispute Settlement Procedures, of this Agreement. ix) For conditions concerning 'pre qualification' of contractors and notice to unions, the provisions of Appendix D apply.
Rail Infrastructure Corporation Enterprise Agreement, 2002 - Moving Forward	Clause 7.2 – Outsourcing / contracting	<p>7.2 Outsourcing / contracting</p> <p>7.2.1 Any consideration by RIC to outsource or renew any contract for any of the work activities must be resolved in accordance with this section of the Agreement.</p> <p>7.2.2 RIC will adhere to the following guidelines for contracting and outsourcing:</p> <ul style="list-style-type: none"> i) Service Competition Guidelines - New South Wales Government 1997 ISBN 0 7313 1044 6 ii) Policy Statement, NSW Government Procurement ISBN 0 7313 0771 2 iii) Code of Practice, NSW Government Procurement ISBN 0 7313 0765 8 iv) Implementation Guidelines, NSW Government Procurement ISBN 0 7347 4060

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		<p>7.2.3 The RIC Consultative Committee will be a forum to review outsourced work activity including:</p> <ul style="list-style-type: none"> i) If there are insufficient overall resources are available to meet the current RIC overall work commitment and work timetable; ii) Whether outsourcing has occurred due to RIC's internal failure to meet benchmark standards; iii) If RIC employees can meet the work activity to the required standards. <p>7.2.4 Subject to the Trade Practices Act 1974, when a decision is made by RIC to outsource/contract out work, regard will be given to those contractors/tenderers who have negotiated and implemented an enterprise agreement or award.</p> <p>7.2.5 A fundamental principle of tendering is appropriate and early consultation with clients, stakeholders and others impacted by the tendering. The parties agree to facilitate this by an exchange of information regarding sound industrial relations and employment practices:</p> <ul style="list-style-type: none"> i) RIC will advise the Secretary of the Labor Council of any proposed tenders from industry sectors identified by the Labor Council as being of concern; ii) during the tender planning stage the Labor Council, or a single affiliate nominated by the Labor Council (in those cases where the affiliate is the most appropriate contact for the particular tender), may submit information to RIC about any potential tenderer from these industry sectors; iii) RIC, the Labor Council and nominated affiliates, will treat all information exchanged according to the rules of procedural fairness, integrity and probity consistent with the requirements of the Code of Tendering for NSW Government Procurement; and iv) before a tender response is evaluated, evidence of compliance with all applicable employment and industrial relations obligations will be required from prospective service providers tendering for RIC contracts. <p>7.2.6 Service providers awarded contracts by RIC will be required to maintain compliance will all applicable employee and industrial relations obligations and to provide periodic evidence to verify compliance during the performance of the contract. In this regard, RIC may consult with the union, or if in doubt, the Labor Council about which awards and/or industrial agreements are relevant to the particular contracts they are letting.</p> <p>7.2.7 Where a dispute arises as to the application or implementation of this clause, the matter will be referred to clause 12 - Dispute Settlement Procedures, of this Agreement.</p>

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Rail Infrastructure Corporation Enterprise Agreement, 2002 - Moving Forward	Clause 9.4 – Deduction of Union fees	9.4	Deduction of Union fees 9.4.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules. 9.4.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly fees payable will be provided to the employer at least one month in advance of the variation taking effect. 9.4.3 Subject to 9.4.1 and 9.4.2 above, the employer will deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions. 9.4.4 Monies so deducted from employee's pay will be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts. 9.4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees will be deducted on a fortnightly basis. 9.4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.
Rail Infrastructure Corporation Enterprise Agreement, 2002 - Moving Forward	Clause 20 – Supplementary labour – Workshops, quarries, lifts and escalators	20.0	Supplementary labour - Workshops, quarries and lifts & escalators 20.1 The parties recognise that the intent of this clause is to provide RIC management the flexibility to use casual, temporary and contract labour as required to benefit the business and/or satisfy its customer's requirements. Supplementary labour is defined as casual, temporary and/or contract labour in addition to the normal full-time employee base. 20.2 The following conditions will be used to guide the process. i) supplementary labour will be utilised to support the business's permanent workforce to cover short-term peak workloads, known duration of specific projects, and staff absences, as required;

AGREEMENT / AWARD	CLAUSE	PROVISION
		<ul style="list-style-type: none"> ii) the parties confirm their commitment to permanent employment, and supplementary labour will not be used to replace permanent positions. iii) justification for the use of supplementary labour will be based on the needs of the business and the customer's requirements; iv) supplementary labour will be arranged as follows: <ul style="list-style-type: none"> a) immediate coverage (for periods up to one week, 24-48 hours unplanned). Management to consult with the relevant Union delegates and agree on the engagement work involved and timeframe prior to employing supplementary labour. Agreement to be reached within one (1) working day maximum and will not be withheld without reasonable justification. b) specific project and fixed term (for periods longer than one (1) week). Management to consult with relevant union delegate/s and agree on engagement work involved and time frame prior to employing supplementary labour. Agreement to be reached within two (2) working days maximum and will not be withheld without reasonable justification. In the event that consultation does not lead to agreement to the use of supplementary labour, then the dispute settlement procedure will be used to resolve the issue. v) RIC will ensure that any supplementary labour has appropriate clothing, safety footwear, and normal safety apparel, (excluding consumables) unless otherwise indicated in consultation with the relevant union delegate(s); vi) supplementary labour will utilise the same facilities, etc, as permanent staff; vii) RIC will inform supplementary labour of its policy to encourage positive relations with its trade unions; viii) supplementary labour will be paid no less than the equivalent workshop employees plus appropriate loadings as per the Award; ix) RIC employees will be given first preference over supplementary labour for any overtime required to be worked where skills and job knowledge are equivalent; x) a casual employee will not be engaged for periods greater than three calendar months, unless otherwise agreed in consultation with the relevant union delegate/s. If the employee continues in employment beyond the three (3) months (or the agreed period), the employee will be engaged on a permanent basis; xi) contract labour will be covered by a certified agreement or equivalent, to which the appropriate unions are a party; xii) supplementary labour will abide by all site safety policies, requirements and OH&S guidelines, and undertake a RIC Safety Induction program.

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Rail Infrastructure Corporation Enterprise Agreement, 2002 - Moving Forward	Appendix D – Supplementary labour	<p>Appendix "D" - Supplementary Labour</p> <p>7.1.5 Pre-qualification.</p> <ul style="list-style-type: none"> i. a business or service provider who satisfies the terms of clause 7.1.4 will be deemed to be a pre-qualified provider. ii. any business or service provider will be eligible for pre-qualification status. iii. the parties will review the status of all pre-qualified providers each twelve months to ensure continued compliance with the provisions of sub-clause 7.1.4. iv. where it is alleged that a pre-qualified provider has not complied with subclause 7.1.4, a statutory declaration from the business or service provider setting out the details in relation to the allegation will be prima facie evidence of compliance or non-compliance. v. a pre-qualified provider may lose that status if there is evidence of serious or persistent non-compliance of sub-clause 7.1.4. vi. subject to clause 7.1.4 and the provisions below, nothing in this clause, subject to the provisions below, will operate to prevent RIC from engaging a business or service provider to supply supplementary labour merely because they are not pre-qualified. <p>7.1.6 Notice and consultation.</p> <ul style="list-style-type: none"> i. RIC will not engage a business or service provider to provide supplementary labour unless it is satisfied that the business or service provider complies with sub-clause 7.1.4. ii. RIC will give at least seven calendar days notice to the unions' party to this agreement of its intention to use supplementary labour from a business or service provider who is not pre-qualified. iii. The notice will be in writing and will set out:

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		<ul style="list-style-type: none"> a) the name of the business or service provider; b) the class of supplementary labour being engaged; c) the approximate number of employees; d) the work required to be performed; e) the location of the work;
Rail Corporation New South Wales, Rail Infrastructure Corporation and State Rail Authority of New South Wales Enterprise Agreement 2005	Clause 6 – Nominal Term of this Agreement and Transitional Arrangements	RailCorp and its beneficiaries to this Agreement will commence negotiations for a replacement agreement no later than 6 months prior to the expiration of this Agreement.
Rail Corporation New South Wales, Rail Infrastructure Corporation and State Rail Authority of New South Wales Enterprise Agreement 2005	Clause 18 – Induction and Orientation	<p>18.1 All employees, at the commencement of their employment, shall undergo an induction and orientation program during which they will be: familiarised with the Employer; their work site; requirements of their positions;</p> <p>18.2 As part of employees’ induction program, parties will be provided with the opportunity to discuss with new employees their rights and provided with information about their entitlements under existing awards; agreements and policy provisions.</p>
Rail Corporation New South Wales, Rail Infrastructure Corporation and State Rail Authority of New South Wales Enterprise Agreement 2005	Clause 35.3 – Disciplinary Matters	35.3 All RailCorp employees covered by this Agreement shall have access to the Transport Appeals Board (TAB) or its successor. While reserving all rights of appeal or other action, the Employer will otherwise comply with decisions of the TAB.
Rail Corporation New South Wales, Rail Infrastructure Corporation and State	Clause 40 – Right Of Entry	40.1 An authorised representative of any of the Unions parties to this Agreement shall have the right to enter any place or premises of the Employer where Employees are located for the purpose of holding discussions with Employees during working time, during their meal or other breaks, without unduly interfering with the work being performed by any Employee, provided these discussions are about

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Rail Authority of New South Wales Enterprise Agreement 2005		<p>matters that pertain to the relations between the Employer and its Employees.</p> <p>40.2 Such representative shall notify the relevant Manager of his / her presence at the workplace, and shall comply with all safety requirements and directions on site.</p> <p>40.3 Where necessary, Union officials will undergo a site induction.</p> <p>40.4 Where there are any safety requirements, which require training, the Employer will provide the necessary training to representatives nominated by the Unions party to this Agreement.</p> <p>40.5 Where necessary a safety accredited person shall, at all times, accompany Union officials where they need to enter into an operational area where there may be a risk to their safety. Such person's primary role is to ensure the safety of the people within the operational area and as such will not take part in discussions between the official and their member(s) unless requested by them to do so. Such invited discussions will only occur when there is no compromise to safety while within the operation area.</p>
Collective Agreement 2008 Negotiations	RailCorp Reform	<p>The parties acknowledge that at the 12 month anniversary of the RailCorp Union Collective Agreement 2008 we can begin discussions around progress of RailCorp reforms, with a view to identifying net savings, a proportion of which will be considered during negotiations for the next Agreement. These RailCorp reforms include:</p> <ul style="list-style-type: none"> (a) Future public private partnership construction and/or refurbishment of rollingstock (b) Changes to security arrangements on stations and trains, including transit officer functional reforms (c) Train crewing reform (d) Sectorisation (e) Automatic train protection (f) Service delivery changes in Infrastructure (g) Identified costed reforms, other than those at (a)-(f) and those at Clause 13, to be implemented as a result of the reform program identified by Boston Consulting <p>The reforms outlined in this clause will be undertaken in accordance with clause 8 Consultative Process and clause 9 Dispute Settlement Procedure (DSP) of the RailCorp Union Collective Agreement 2008.</p>

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		RailCorp's proposed reforms are focused on achieving improved customer satisfaction, cleanliness, workloads and cultural change.
Collective Agreement 2008 Negotiations	No Extra Claims other than in accordance with this Agreement	<p>RailCorp and its beneficiaries:</p> <p>(i) agree that where any change proposed in 14(i) of the RailCorp Union Collective Agreement 2008, impacts upon employees' existing rates of pay and/ or conditions of employment under of the RailCorp Union Collective Agreement 2008, then it can only be implemented in accordance with the Facilitative Agreements clause of this Deed Poll;</p> <p>For Train Crew, recognise that "Conditions of Employment" includes current:</p> <p>(a) Depot Transfer and Roster Placement Procedures (b) Rostering Codes and Conditions.</p> <p>(ii) recognise that any increases to pay and/ or conditions must be on the basis of productivity offsets.</p>
Collective Agreement 2008 Negotiations	Facilitative Agreements	<p>1. RailCorp and its beneficiaries may make facilitative agreements whereby rates of pay and/ or conditions of employment may be varied by agreement. Once RailCorp and its beneficiaries have reached agreement, the facilitative agreement must be approved by a valid majority of affected employees through a vote.</p> <p>2. The facilitative agreement will operate over and above the RailCorp Union Collective Agreement 2008 and will, for housekeeping purposes, be collated in a working version of the RailCorp Union Collective Agreement 2008 at schedule 2.</p>
Collective Agreement 2008 Negotiations	Wage/ Salary and Allowance Adjustments	<p>1. Wage and salary increases, in addition to those outlined at clause 12.1 of the RailCorp Union Collective Agreement 2008, may be available through facilitative agreement negotiations in accordance with No extra claims and facilitative agreements clauses of this Deed Poll.</p> <p>2. Any increases in rates of pay that are agreed to under facilitative agreements clause of this Deed Poll will be:</p> <ul style="list-style-type: none"> • productivity based (i.e. offsets to fund any increases identified); • payable on delivery; and • additional to the increases outlined in clause 12.1 1 of the RailCorp Union Collective Agreement 2008.
Compilation 2008 –	SCHEDULE 2C	RailCorp provides allowances, leave and financial assistance to help permanent Employees who have to

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Section 2 (Salaried Professional)	– TRANSFER AND RESETTLEMENT BENEFITS	<p>relocate their homes as a consequence of redundancy.</p> <p>1. TEMPORARY TRANSFER ALLOWANCE</p> <p>An Employee who has not established a new residence at the time of transfer is eligible for a temporary transfer allowance on the following basis:</p> <ul style="list-style-type: none"> • Employees with dependants receive up to eight weeks allowance at the Award rate; • Employees without dependants receive up to four weeks allowance at the Award rate. <p>This allowance is to cover the cost of temporary accommodation while Employees are arranging permanent accommodation.</p> <p>It is paid on the production of receipts and a Statutory Declaration stating the accommodation was temporary.</p> <p>2. RESETTLEMENT ALLOWANCE</p> <p>A resettlement allowance is provided to help Employees establish a new residence on the following basis:</p> <ul style="list-style-type: none"> • Employees with dependants receive six weeks pay; • Employees without dependants receive three weeks pay; <p>The allowance is paid on production of documentary evidence that the Employee has established a permanent residence.</p> <p>3. RESETTLEMENT LEAVE</p> <p>Leave is provided so that employees may visit their new location and subsequently move.</p> <p>For each resettlement, up to five days paid leave is available in addition to any travelling time in excess of eight hours.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>Applications for additional leave in special cases are considered on their merits.</p> <p>4. RESETTLEMENT EXPENSES</p> <p>Reasonable expenses incurred by Employees (and their dependants, if any) during resettlement leave are reimbursed after resettlement. Claims for reimbursement must be supported by receipts.</p> <p>5. REMOVAL BENEFITS</p> <p>Employees receive free packing, transporting, unpacking and insurance of their personal furniture and effects except for:</p> <ul style="list-style-type: none"> • The cost of dismantling or preparation for shipping of art objects or major items of recreational equipment such as boats; • The cost of moving unusual items such as firewood, frozen foods and livestock. <p>If storage is necessary, RailCorp meets the cost of storage and insurance of household furniture and effects for up to 12 months.</p> <p>Three quotes for removal costs must be submitted to their Human Resources Manager. Approval must be given before a removalist is engaged.</p> <p>6. DISPOSAL AND PURCHASE OF RESIDENCES</p> <p>RailCorp reimburses reasonable expenses for agent's fees, legal fees and transfer duty incurred in selling a residence.</p> <p>If Employees are unsuccessful in selling their home, RailCorp purchases their residence at a price assessed by the Valuer General's Department. (Disputes over the value of residences are referred to Rail Estate for determination).</p> <p>To assist Employees in re-establishing their home, RailCorp covers the cost of legal fees, stamp duty and</p>

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		<p>registration fees for the purchase of new residences. This assistance is only available to Employees who had to sell their residence at their former location. (Note – To be eligible for the stamp duty concession, the new residence must be purchased within 15 months of the date of resettlement).</p> <p>Employees who rented accommodation at their former location are not entitled to financial assistance if they buy a residence at their new location.</p> <p>If Employees rent a house or apartment (other than RailCorp property) they are required to terminate their lease at the lowest possible cost. RailCorp will reimburse cancellation penalties and forfeiture of security deposits up to the value of one month’s rent. In exceptional circumstances, a larger amount may be reimbursed.</p>
<p>Compilation 2008 – Section 3 (Wage Maintenance Grades)</p>	<p>SCHEDULE 3C – TRANSFER AND RESETTLEMENT BENEFITS</p>	<p>RailCorp provides allowances, leave and financial assistance to help permanent Employees who have to relocate their homes as a consequence of redundancy.</p> <p>1. Temporary transfer allowance</p> <p>An Employee who has not established a new residence at the time of transfer is eligible for a temporary transfer allowance on the following basis:</p> <p>Employees with dependants receive up to eight weeks allowance at the Award rate;</p> <p>Employees without dependants receive up to four weeks allowance at the Award rate.</p> <p>This allowance is to cover the cost of temporary accommodation while Employees are arranging permanent accommodation.</p> <p>It is paid on the production of receipts and a Statutory Declaration stating the accommodation was temporary.</p> <p>2. Resettlement allowance</p> <p>A resettlement allowance is provided to help Employees establish a new residence on the following basis:</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>Employees with dependants receive six weeks pay;</p> <p>Employees without dependants receive three weeks pay;</p> <p>The allowance is paid on production of documentary evidence that the Employee has established a permanent residence.</p> <p>3. Resettlement leave</p> <p>Leave is provided so that employees may visit their new location and subsequently move.</p> <p>For each resettlement, up to five days paid leave is available in addition to any travelling time in excess of eight hours.</p> <p>Applications for additional leave in special cases are considered on their merits.</p> <p>4. Resettlement Expenses</p> <p>Reasonable expenses incurred by Employees (and their dependants, if any) during resettlement leave are reimbursed after resettlement. Claims for reimbursement must be supported by receipts.</p> <p>5. Removal benefits</p> <p>Employees receive free packing, transporting, unpacking and insurance of their personal furniture and effects except for:</p> <ul style="list-style-type: none"> • The cost of dismantling or preparation for shipping of art objects or major items of recreational equipment such as boats; • The cost of moving unusual items such as firewood, frozen foods and livestock.

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		<p>If storage is necessary, RailCorp meets the cost of storage and insurance of household furniture and effects for up to 12 months.</p> <p>Three quotes for removal costs must be submitted to their Human Resources Manager. Approval must be given before a removalist is engaged.</p> <p style="text-align: center;">6. Disposal and purchase of residences</p> <p>RailCorp reimburses reasonable expenses for agent's fees, legal fees and transfer duty incurred in selling a residence.</p> <p>If Employees are unsuccessful in selling their home, RailCorp purchases their residence at a price assessed by the Valuer General's Department. (Disputes over the value of residences are referred to Rail Estate for determination).</p> <p>To assist Employees in re-establishing their home, RailCorp covers the cost of legal fees, stamp duty and registration fees for the purchase of new residences. This assistance is only available to Employees who had to sell their residence at their former location. (Note – To be eligible for the stamp duty concession, the new residence must be purchased within 15 months of the date of resettlement).</p> <p>Employees who rented accommodation at their former location are not entitled to financial assistance if they buy a residence at their new location.</p> <p>If Employees rent a house or apartment (other than RailCorp property) they are required to terminate their lease at the lowest possible cost. RailCorp will reimburse cancellation penalties and forfeiture of security deposits up to the value of one month's rent. In exceptional circumstances, a larger amount may be reimbursed.</p>
<p>Compilation 2008 – Section 4 (Operations)</p>	<p>SCHEDULE 4C – TRANSFER AND RESETTLEMENT BENEFITS</p>	<p>RailCorp provides allowances, leave and financial assistance to help permanent Employees who have to relocate their homes as a consequence of redundancy.</p> <p>Temporary transfer allowance</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>An Employee who has not established a new residence at the time of transfer is eligible for a temporary transfer allowance on the following basis:</p> <ul style="list-style-type: none"> • Employees with dependants receive up to eight weeks allowance at the Award rate; • Employees without dependants receive up to four weeks allowance at the Award rate. <p>This allowance is to cover the cost of temporary accommodation while Employees are arranging permanent accommodation.</p> <p>It is paid on the production of receipts and a Statutory Declaration stating the accommodation was temporary.</p> <p>Resettlement allowance</p> <p>A resettlement allowance is provided to help Employees establish a new residence on the following basis:</p> <ul style="list-style-type: none"> • Employees with dependants receive six weeks pay; • Employees without dependants receive three weeks pay; <p>The allowance is paid on production of documentary evidence that the Employee has established a permanent residence.</p> <p>Resettlement leave</p> <p>Leave is provided so that employees may visit their new location and subsequently move.</p> <p>For each resettlement, up to five days paid leave is available in addition to any travelling time in excess of eight hours.</p> <p>Applications for additional leave in special cases are considered on their merits.</p> <p>Resettlement Expenses</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>Reasonable expenses incurred by Employees (and their dependants, if any) during resettlement leave are reimbursed after resettlement. Claims for reimbursement must be supported by receipts.</p> <p>Removal benefits</p> <p>Employees receive free packing, transporting, unpacking and insurance of their personal furniture and effects except for:</p> <ul style="list-style-type: none"> • The cost of dismantling or preparation for shipping of art objects or major items of recreational equipment such as boats; • The cost of moving unusual items such as firewood, frozen foods and livestock. <p>If storage is necessary, RailCorp meets the cost of storage and insurance of household furniture and effects for up to 12 months.</p> <p>Three quotes for removal costs must be submitted to their Human Resources Manager. Approval must be given before a removalist is engaged.</p> <p>Disposal and purchase of residences</p> <p>RailCorp reimburses reasonable expenses for agent's fees, legal fees and transfer duty incurred in selling a residence.</p> <p>If Employees are unsuccessful in selling their home, RailCorp purchases their residence at a price assessed by the Valuer General's Department. (Disputes over the value of residences are referred to Rail Estate for determination).</p> <p>To assist Employees in re-establishing their home, RailCorp covers the cost of legal fees, stamp duty and registration fees for the purchase of new residences. This assistance is only available to Employees who had to sell their residence at their former location. (Note – To be eligible for the stamp duty concession, the new residence must be purchased within 15 months of the date of resettlement).</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>Employees who rented accommodation at their former location are not entitled to financial assistance if they buy a residence at their new location.</p> <p>If Employees rent a house or apartment (other than RailCorp property) they are required to terminate their lease at the lowest possible cost. RailCorp will reimburse cancellation penalties and forfeiture of security deposits up to the value of one month's rent. In exceptional circumstances, a larger amount may be reimbursed.</p>
RailCorp EBA 2005	39 – Union Delegates	<p>The Collective Agreement 2008 prevails to the extent of any inconsistency with the following:</p> <p>39. Union Delegates</p> <p>39.1 The Employer will recognise elected workplace delegates authorised by the relevant Union. Trade union delegates have the right to be treated with respect, and shall not be victimised or subject to any detriment or discrimination in their employment as a result of their trade union delegate status.</p> <p>39.2 The Employer acknowledges that union delegates represent and speak on behalf of union members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedures contained within this agreement.</p> <p>39.3 Accordingly the Employer will allow, subject to reasonable notice, union delegates reasonable time during working hours to:</p> <ul style="list-style-type: none"> (i) Consult with union members, delegates and officials of the delegate's union; (ii) Represent the interests of members to the Employer including time to prepare any documentation prior to negotiations with management; (iii) Participate in employee inductions; (iv) Provide union membership forms to employees; (v) Subject to obtaining the approval of the Manager Industrial Relations be released to represent the interests of members before industrial tribunals, where they are directly involved. The Industrial Relations Manager's approval will not be unreasonably withheld; and <p>53</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p>(vi) Participate in union matters relevant to their role as a union delegate.</p> <p>39.4 The Employer will not be required to pay a delegate for time spent attending to union business outside the time in which they are rostered to work (except with respect to Special Union Leave or Trade Union Training leave) unless authorised by the Manager Industrial Relations.</p> <p>39.5 Where management calls a meeting, including meetings under the Dispute Settlement Procedure, and requires delegates to attend, those who are authorised by the relevant union and the Employer to attend will be paid any travel and/or accommodation costs necessarily and reasonably incurred.</p> <p>39.6 Delegate(s) must give reasonable notice to his/her manager of the requirement to attend a meeting arising as a result of the operation of the DSP. Unless not otherwise possible a delegate should not interrupt employees who are undertaking their work duties.</p> <p>39.7 Delegate's access to the Employer's facilities</p> <p>(i) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/ internet facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues in accordance with this provision.</p> <p>(ii) The Employer shall provide a notice case for the display of authorised material in each workplace.</p> <p>(iii) The Employer provides the above facilities (including access by a delegate to members or potential members) provided usage pertains to the relationship between employer and employee, and on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee – unless such interruption is authorised by management on site.</p>

AGREEMENT / AWARD	CLAUSE	PROVISION
		<p data-bbox="667 234 707 263">54</p> <p data-bbox="667 308 1386 336">39.8 Attendance at Union Meetings and Conferences</p> <p data-bbox="667 381 1671 560">(i) Subject to operational requirements the Employer will be prepared to grant workplace delegates reasonable paid time off to attend Union meetings and conferences. Workplace delegates seeking such leave shall be required where possible to give two (2) weeks notice to the Employer. Approval for such leave will not be unreasonably withheld.</p> <p data-bbox="667 604 1671 743">(ii) Special paid leave will be granted to employees who are delegates to their Union to attend their Unions' National Council, National Executive, State Council, State Executive, Divisional Committee (or equivalent), and Unions NSW Annual Conference.</p> <p data-bbox="667 788 1133 817">39.9 Trade Union Training Leave</p> <p data-bbox="667 861 1711 967">(i) Employees shall be entitled to up to six (6) days special leave with pay for the purpose of attending trade union training courses subject to the approval of the Manager Industrial Relations.</p> <p data-bbox="667 1011 1491 1040">(ii) Approval for such leave shall not be unreasonably withheld.</p>