



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Sydney Trains**  
(AG2023/240)

## **SYDNEY TRAINS AND NSW TRAINLINK ENTERPRISE AGREEMENT 2022**

Rail industry

ACTING PRESIDENT HATCHER  
DEPUTY PRESIDENT CROSS  
COMMISSIONER RIORDAN

SYDNEY, 10 FEBRUARY 2023

*Application for approval of the Sydney Trains and NSW TrainLink Enterprise Agreement 2022.*

[1] An application has been made for approval of an enterprise agreement known as the *Sydney Trains and NSW TrainLink Enterprise Agreement 2022* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (FW Act). It has been made by Sydney Trains and NSW TrainLink (Employers). The matter was listed for hearing before the Full Bench on 8 and 9 February 2023.

[2] The Employers bargained for the Agreement as single interest employers. In *Application by Australian Rail, Tram and Bus Industry Union*<sup>1</sup>, Deputy President Bull, dealing with an application for a protected action ballot, found the Employers to be single interest employers. In particular, the Deputy President concluded that he was satisfied the Applicants were single interest employers, pursuant to s 172(5)(a) of the FW Act.<sup>2</sup>

[3] The Employers sought, by a Form F1 filed on 8 February 2023, to correct identified numbering errors made in the table of contents and in the text of clauses of the Agreement. Those errors resulted in incorrect references within the text of clauses in the Agreement.

[4] Section 218A of the FW Act provides:

**218A Variation of enterprise agreements to correct or amend errors, defects or irregularities**

- (1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

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<sup>1</sup> [2021] FWC 4391 at [10]-[20]

<sup>2</sup> *Ibid* at [20]

- (2) The FWC may vary an enterprise agreement under subsection (1):
  - (a) on its own initiative; or
  - (b) on application by any of the following:
    - (i) one or more of the employers covered by the agreement;
    - (ii) an employee covered by the agreement;
    - (iii) an employee organisation covered by the agreement.
- (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.

[5] The errors contained in the Agreement were obvious errors of the kind anticipated by s 218A, and no party objected to the correction of those errors. Accordingly, pursuant to s 218A, we vary the Agreement as made as sought in the Form F1. The variations will operate from 30 January 2023, the date that the Agreement was made.

[6] Two written undertakings have been provided to address concerns identified in the Commission’s legislative checklist document provided to the parties on 9 February 2023. The Employers provided an undertaking that the National Employment Standards prescribed in Division 2, s 61 of the FW Act as in force or replaced from time to time will prevail to the extent of any inconsistency with the Agreement. A copy of that undertaking is attached and marked **Annexure A**. NSW TrainLink and the Australian Rail, Tram and Bus Industry Union (RTBU) provided a further undertaking regarding errors in the drafting of clause 199.6 of the Agreement. A copy of that undertaking is attached and marked **Annexure B**. We have sought the views of each person who is a bargaining representative for the Agreement, and none opposes acceptance of the undertakings. We are satisfied that the undertakings are not likely to cause financial detriment to any employee covered by the Agreement or to result in substantial changes to the Agreement, and we are further satisfied that the undertakings meet the concerns they are intended to address. Accordingly, we accept the undertakings pursuant to s 193 of the FW Act.

[7] On the basis of the undertakings we have accepted, we are satisfied that each of the requirements of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[8] The following bargaining representatives have given notice under s 183 of the Act that they want the Agreement to cover them:

- RTBU;
- “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” known as the Australian Manufacturing Workers’ Union (AMWU);
- The Association of Professional Engineers, Scientists and Managers, Australia;
- The Australian Workers’ Union;
- Construction, Forestry, Maritime, Mining and Energy Union;

- Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia; and
- Australian Municipal, Administrative, Clerical and Services Union,

[9] In accordance with s 201(2) of the FW Act, we note that the Agreement covers the above organisations.

[10] The Agreement is approved and, in accordance with s 54 of the Act, will operate from 17 February 2023. The nominal expiry date of the Agreement is 1 May 2024.



ACTING PRESIDENT

## Annexure A

### Undertaking

IN THE FAIR WORK COMMISSION

*FWC Matter no*  
AG 2023/240

*Applicant*  
Sydney Trains and NSW Trains t/A NSW TrainLink

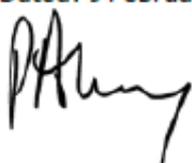
### **Undertaking S190**

I Pete Allaway, Chief Executive NSW TrainLink; and

I Matt Longland, Chief Executive Sydney Trains, say:

1. I have the authority to provide this undertaking in relation to this application before the Fair Work Commission on behalf of the entity that I represent.
2. Sydney Trains and NSW TrainLink undertake that The National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) at Division 2 section 61 as in force or replaced from time to time prevail to the extent of any inconsistency with the *Sydney Trains and NSW TrainLink Enterprise Agreement 2022*.

Dated: 9 February 2023



Name: Pete Allaway  
NSW TrainLink



Name: Matt Longland  
Sydney Trains

## Annexure B

### Undertaking

IN THE FAIR WORK COMMISSION

FWC Matter no  
AG 2023/240

Applicant  
Sydney Trains and NSW Trains t/A NSW TrainLink

### Undertaking S190

I Pete Allaway, Chief Executive NSW TrainLink and

I Farren Campbell, of the NSW Locomotive Division of the  
Australian Rail, Tram and Bus Industry Union, say

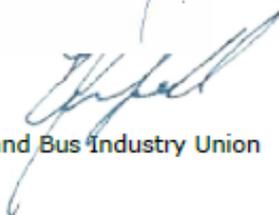
1. I have the authority to provide this undertaking in relation to this application before the Fair Work Commission on behalf of the entity that I represent.
2. I acknowledge that there are unintended drafting errors in the drafting of clause 199.6 of the Enterprise Agreement, a clause that only applies to employees of NSW TrainLink.
3. NSW TrainLink and Australian Rail, Tram and Bus Industry Union undertake that:
  - a. In Clause 199.6(a), the working beyond 9 days in a short fortnight or 10 days in a long fortnight requirement will not apply to Regional Drivers;
  - b. In clause 199.6(c), for Regional drivers only, where the clause would result in a WOBOD payment of less than \$125.00 for an applicable shift, the WOBOD payment will be \$125.00 and no payment will be made under clause 199.1 or 199.6(c).
  - c. In clause 199.6(d) the reference to 'all shifts' does not include kilometrage build up.

Dated : 8 February 2023

Name: Pete Allaway  
NSW TrainLink



Name: Farren Campbell  
Australian Rail, Tram and Bus Industry Union



[2023] FWCA 423

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# **SYDNEY TRAINS AND NSW TRAINLINK ENTERPRISE AGREEMENT 2022**

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**

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# PART A: SYDNEY TRAINS AND NSW TRAINLINK

## SECTION 1 – CORE CONDITIONS

### INTRODUCTION AND OBJECTIVES

#### 1 INTRODUCTION

- 1.1 This Agreement comprises of three parts:
- (a) **Part A:** The provisions included in Part A (Section 1) have organisational wide application to both Sydney Trains and NSW TrainLink unless the clause states otherwise. In Part A, the Employer means Sydney Trains or NSW TrainLink, depending on the agency by which the Employee is employed.
  - (b) **Part B:** The provisions included in Part B (Sections 2 to 5) apply to Sydney Trains' employees only. In Part B, the Employer means Sydney Trains.
  - (c) **Part C:** The provisions included in Part C (Sections 6 to 7) apply to NSW TrainLink employees only. In Part C, the Employer means NSW TrainLink.
- 1.2 The provisions included in Part B (Sections 2 to 5) and Part C (Sections 6 to 7) have application to Employees covered by the classifications included in the respective sections (as indicated in each section title). The provisions in Part A (Section 1) are to be read in conjunction with any provisions in Part B (Sections 2 to 5) and Part C (Sections 6 to 7) which are intended to have functional application and have therefore been included in other Sections of this Agreement.
- 1.3 Where provisions in Part B (Sections 2 to 5) and Part C (Sections 6 to 7) are inconsistent with provisions in Part A (Section 1), the provisions in Part B (Sections 2 to 5) or Part C (Sections 6 to 7) will prevail for the Employees covered by those Sections.
- 1.4 Sydney Trains provides metropolitan passenger rail services. Sydney Trains is responsible for the safe operation, crewing and maintenance of passenger trains and stations. It also maintains the metropolitan rail network and provides access to freight operators in the metropolitan area.
- 1.5 NSW Trains' focus is on delivering services to customers travelling longer distances. NSW Trains trades as NSW TrainLink and sits within the Regional and Outer Metropolitan Division of Transport for NSW (TfNSW). NSW TrainLink provides rail and coach services across NSW and into Victoria, Queensland and the Australian Capital Territory. NSW TrainLink's services connect customers with major cities and regional centres.

#### 2 OBJECTIVES OF THE PARTIES TO THIS AGREEMENT

- 2.1 The following are the objectives of this Agreement. They form a guide for the parties should there be a dispute relating to the interpretation of a clause or clauses within this Agreement.
- 2.2 To provide a mechanism for ongoing change, in order for the Employer to meet its strategic objectives of a safe, clean, reliable, efficient, financially responsible and customer focused service.
- 2.3 To recognise safety as a fundamental contributor to successful operations and to ensure that employment conditions and practices provide a framework within which the Employer can achieve a safe environment. This includes supporting the mental health of Employees by providing relevant programs, and a process for identifying ongoing improvements and awareness.

- 2.4 To recognise that all Employees have a right to work in a workplace free from sexual harassment, bullying, harassment and unlawful discrimination.
- 2.5 To recognise sexual harassment, bullying, harassment and unlawful discrimination as a workplace health and safety issue, and to take reasonable steps to prevent and respond to such behaviour appropriately.
- 2.6 To recognise that domestic and family violence is a workplace issue that may impact on the health and safety of Employees, and the Employer's role in taking steps to prevent and respond to such behaviour appropriately.
- 2.7 To commit to reform, continuous improvement and to promote a culture of continuous improvement, benchmarking and learning.
- 2.8 To ensure that all Employees are treated with trust, dignity and concern for their rights and individual needs.
- 2.9 To provide equality of opportunity with respect to recruitment, training, redeployment and promotion.
- 2.10 To assist the organisations to develop its capabilities by implementing competency based classification structures, where appropriate, which support organisational needs and provide career paths for Employees, as well as providing opportunities for Employees to attain and use all relevant nationally recognised skills, competencies, and qualifications as the business may require.
- 2.11 To commit to timely and transparent dispute resolution at the workplaces in order to avoid industrial confrontation and any associated disruptions to operations or services.
- 2.12 To recognise that institutional knowledge, skills and education of long-term Employees is an asset to the organisations and is important to the retention of Employees.
- 2.13 .

## OPERATION

### 3 DEFINITIONS

**2018 Agreement** means the Sydney Trains Enterprise Agreement 2018 including any schedules to that 2018 Agreement or the NSW Trains Enterprise Agreement 2018, including any schedules to that 2018 Agreement.

**Accrued Day Off (ADO)** is the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

**Agreement** means this Agreement including any schedules to this Agreement.

**Approved Picnic Day** means that it is recognised by the Employer.

**Bargaining Arbitration** means the proceedings with matter numbers B2022/1749, B2022/1750 and C2022/8265 in the Fair Work Commission.

**Base Salary** means a salary that excludes all allowances.

**Breastfeeding Break** means a break provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk.

**Call Out** means an Employee called out for emergency work outside of ordinary rostered hours.

**Casual Employee** is a person for whom the periods of engagement are irregular and uncertain or, if regular, for a fixed or limited duration only.

**Competence** is the ability to perform activities consistently to a recognised standard.

**Consultation** is a mechanism through which Employees and Employee representatives provide input into proposals that directly affect Employees in the workplace. The term consultation is understood as a process of seeking information, seeking advice, exchanging views and information while the proposal is under consideration in accordance with the process outlined in subclause 7.3 of this Agreement.

**Critical Incident** means a traumatic workplace event/s which causes actual or vicarious exposure to an Employee and has the potential to cause illness or disability.

Examples can range from serious to catastrophic and include, but are not limited to: Fatality of a staff member / member of the public at the workplace (workplace accident, natural causes or reasons not attributed to the workplace, suicide); near miss/hit; providing first aid to an injured person/s; security or emergency incidents such as a fire or explosion; being subject to an assault; reviewing footage of critical incidents; other based on assessment by a trauma professional.

**Dispute** means any grievance, claim, problem or issue at work arising between the parties to this Agreement.

**Dispute Settlement Procedure (DSP)** means the dispute settlement procedure outlined in Clause 8.

**Employee** means an Employee (including apprentices, interns, graduates, Trainees or cadets) of Sydney Trains or NSW TrainLink.

**Employee's Representative** means a person of the Employee's choice, which may include a union official or union delegate, appointed by the Employee to represent them, concerning matters at work.

**Employer** means Sydney Trains or NSW TrainLink.

**Family Member** means:

- (a) a spouse or former spouse of the Employee;
- (b) a de facto spouse, who, in relation to the Employee is a person of either the opposite or same sex to the Employee, who lives with the Employee as the husband or wife on a bona fide domestic basis although not legally married to the Employee;
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild, or sibling of the Employee or spouse or de facto spouse of the Employee; or
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
  - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
  - (ii) "affinity" means where the relative is a blood relative of the person's spouse; and
  - (iii) "household" means a group living in the same domestic dwelling.
- (e) a partner of the Employee who is not a member of the same household.

**FWC** means Fair Work Commission.

**Full-Time Employee** is a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 25.

**Master Roster** is a roster that operates over an extended time frame and refers to the allocation of work as determined by business and operational requirements. It identifies lines of roster only and contains starting times for each day's work and diagrams/schedule numbers for train crew. The master roster also provides Rostered Days Off (RDOs) for each line of roster and where applicable Accrued Days Off (ADOs) arising from the working of a 19 day month.

**NES** means the National Employment Standards as incorporated in the Fair Work Act 2009 (Cth).

**NSW TrainLink** means the legal entity NSW Trains.

**Non trade Employee** is an Employee who is employed in Train Maintenance or Infrastructure in positions that do not require Trade Certificate Qualifications.

**On Call** means an Employee who has been directed by the Employer to be available outside their normal working hours for recall to duty. The Employee must be contactable and available for duty as required.

**Parent Award** for all purposes of this Agreement is the Rail Industry Award 2020.

**Part-Time Employee** is a person employed on a permanent or temporary basis to work fewer ordinary hours than those worked by a full time Employee of the same classification and grade.

**Personal Protective Equipment (PPE)** means anything used or worn by a person to minimise risk to the person's health and safety.

**Rostered Day Off (RDO)** is the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

**Salaried Employee** is an Employee who is paid an annualised rate of pay.

**Saturday** means the period between 12 midnight Friday and 12 midnight Saturday.

**Shift** is a turn of duty during which work is performed.

**Shiftworker** means an Employee whose ordinary working hours regularly (day to day) provides for work being performed during hours which result in a Shiftwork entitlement or whose ordinary hours of work are regularly rostered to incorporate weekend (i.e. Saturday and Sunday) working.

**Sunday** means the period between 12 midnight Saturday and 12 midnight Sunday.

**Temporary Employee** is a person recruited for a fixed period of not more than 12 months or for a special project, or maternity relief of not more than 24 months on either a full time or part time basis.

**Union** means an organisation of Employees as listed at Clause 5 (Coverage of Agreement) of this Section 1.

**Vacant Position** is a position which is not occupied by an Employee who has been appointed to the position and the position is authorised to be filled.

**Wages Employee** is an Employee who is paid a weekly rate of pay.

**Wages Order** means the order of the Fair Work Commission in the Bargaining Arbitration or, if appeal proceedings occur, the substitute order made in those appeal proceedings.

**Working / Period Roster** is a roster that operates on a weekly / fortnightly / four week cycle basis as defined in functional areas. All known actual work, including overtime and RDOs / ADOs, is displayed in the working / period roster. Any RDOs / ADOs shown will reflect the relevant Master Roster and may be varied in accordance with the current rostering arrangements applicable to the functional area or by Agreement with the affected Employee(s).

#### **4 TITLE**

This Agreement shall be known as Sydney Trains & NSW TrainLink Enterprise Agreement 2022.

#### **5 COVERAGE OF AGREEMENT**

5.1 This Agreement shall be binding on:

- (a) Sydney Trains
- (b) NSW TrainLink
- (c) All Employees of Sydney Trains and NSW TrainLink and the following organisations of Employees, their branches, officers and members employed in Sydney Trains and NSW TrainLink:
  - (i) Association of Professional Engineers, Scientists and Managers, Australia;
  - (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;
  - (iii) Australian Municipal, Administrative, Clerical and Services Union;
  - (iv) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia;
  - (v) The Australian Workers' Union;

(vi) Australian Rail, Tram and Bus Industry Union; and

(vii) Construction, Forestry, Mining and Energy Union.

## **6 NOMINAL TERM OF THIS AGREEMENT**

6.1 This Agreement will come into effect 7 days after the Agreement is approved by the Fair Work Commission, with a nominal expiry date of 1 May 2024.

## **7 CONSULTATIVE PROCESS**

7.1 Consultation will take place at two levels within each Employer's organisation:

- (a) Peak Level – a regular forum that will meet at least quarterly will be established to provide consultation regarding matters which have an organisational-wide impact or implications. Parties to this agreement will utilise Peak Level Consultation as per the Sydney Trains and NSW TrainLink Peak Forum Charter to create mutual accountability between the parties. The Peak Forum will fulfil governance responsibilities relating to the implementation and application of the Enterprise Agreement, address matters which have an organisational-wide impact/implications as well as escalation of matters that are unable to be resolved at the local level. This forum will include representation from senior leadership and nominees of each of the Unions that has coverage of employees of Sydney Trains and NSW TrainLink, or as otherwise approved by the Chair of the forum.
- (b) Local Level – shall take place with the affected Employee(s) or through local consultative committees and working parties established as and when required. Such committees include representation from local management and Employee representatives nominated or elected by the affected workforce.

### **7.2 Issues subject to consultation**

Issues subject to consultation may include, but are not limited to the following:

- (a) changes in the composition, operation, location or size of the workforce, or in the duties and skills required; the elimination or reduction of job opportunities;
- (b) alterations to hours of work;
- (c) the restructuring of jobs and the consequent need for retraining, training, transfer, or secondment of Employees to other work;
- (d) changes to classification structures or position descriptions applying to a job or jobs; and
- (e) changes to the operational structure of the Employer.

### **7.3 Consultative Arrangements**

The Employer will consult with Employees when there is a proposed change that will impact upon the working arrangements of the Employees. Consultation shall be conducted in good faith with reasonable time for the Employees, Union(s) and their members to respond to the proposed changes.

When a change is proposed that will impact upon the working arrangements of Employees, the Employer will communicate the proposed change to the affected Employees and Employee Representatives.

- (a) The Employer will provide relevant information about:
  - (i) The proposed change;

- (ii) Any effects on the Employees (including workload changes); and
  - (iii) The rationale for the proposed changes based on business needs.
- (b) The Employer will meet with the affected Employees and/or their Union Representative(s) and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
  - (c) The Employee(s) will be given an opportunity to provide input and discuss the proposed change with their Union Representative(s) to consider the change and respond.
  - (d) The Employer will respond to any Employee feedback.
  - (e) Where local consultative committees meet at a regular forum the meeting notice and any agenda shall be provided to representatives on that committee at least one week prior to the meeting.
  - (f) Where the Employer proposes the introduction of a new policy/procedure or a change to an existing policy/procedure that will impact on employees, the Employer shall in the first instance provide a copy to the nominated representative of each Union for review.

#### 7.4 **Unresolved Matters**

Where matters cannot be resolved through the consultative process the dispute will be dealt with in accordance with the Dispute Settlement Procedure at Clause 8 of this Agreement.

### **8 DISPUTE SETTLEMENT PROCEDURE (DSP)**

8.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

8.2 This procedure shall apply to any dispute that arises about the following:

- (a) matters pertaining to the relationship between the Employer and Employees (including workload changes for Sydney Trains and workload matters for NSW TrainLink);
- (b) matters pertaining to the relationship between the Employer and the Employee organisation(s), which also pertain to the Agreement and/or the relationship between the Employer and Employees;
- (c) deductions from wages for any purpose authorised by an Employee who will be covered by the Agreement;
- (d) the National Employment Standards; and
- (e) the operation and application of this Agreement.

8.3 This procedure shall not apply to:

- (a) Matters arising under the General Protections provisions of the Fair Work Act 2009 (Cth); or
- (b) Decisions made regarding priority assessment in respect of:
  - (i) the restructure of an employee's business unit; or

(ii) in the first 3 months of implementation of organisational change.

- 8.4 The status quo before the emergence of the dispute shall continue whilst the dispute settlement 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.
- 8.5 If a party to a dispute alleges in writing to the other party that they are not complying with sub-clause 8.4, the party alleged to be in breach shall respond to such allegations within 24 hours. If there remains a dispute about compliance with sub-clause 8.4 after receipt of the response, any party may refer the matter to the Fair Work Commission in relation to the sub-clause 8.4 matter within 24 hours for conciliation. If conciliation does not resolve the dispute about compliance with sub-clause 8.4 the matter will be arbitrated by the Fair Work Commission. The timeframes provided in this clause exclude weekends and public holidays.
- 8.6 Any dispute between the Employer and Employee(s) or the Employee’s Representative shall be resolved according to the following steps:
- STEP 1:** Where a dispute arises it shall be raised in the first instance by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours advising them of the action being taken.
- STEP 2:** If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Director Employee Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) Representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Director Employee Relations being notified of a dispute involving matters other than local issues.
- STEP 3:** 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) or Union official, the Chief Executive of the Employer or their 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 4:** If the dispute remains unresolved any party may refer the matter to the Fair Work Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Fair Work Commission provided that arbitration is limited to disputes that involve matters listed in sub-clause 8.2 of this procedure.
- 8.7 By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the Fair Work Commission in the terms outlined at Step 4.
- 8.8 If it is decided to refer the matter to the Fair Work Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the dispute.
- 8.9 The parties to the dispute may extend the timeframe of Steps 2 – 4 by agreement. Such agreement shall be confirmed in writing.
- 8.10 The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.
- 8.11 If, at the commencement of this Agreement, a dispute that had commenced in accordance with sub-clause 8.4 of the 2018 Agreement was not:

(a) resolved between the parties; or

(b) determined by the Fair Work Commission, including an appeal,

the dispute will continue to be dealt with in accordance with the relevant provisions of the 2018 Agreement, including the dispute settlement procedure of that 2018 Agreement.

8.12 A dispute will only continue in accordance with 8.11 if the matter/dispute is not resolved through this Agreement.

8.13 For the purposes of sub-clause 8.11, the relevant provisions of the 2018 Agreement are deemed to be provisions of this Agreement.

#### 8.14 **Safety Issues**

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

8A.1 For the avoidance of doubt, and to the extent necessary:

(a) the Bargaining Arbitration can and will continue to be arbitrated by the Fair Work Commission as a dispute under clause 8; and

(b) the Wages Order will become a term of this Agreement and be enforceable as such.

### **9 RELATIONSHIP TO AWARD**

9.1 This Agreement replaces the Rail Industry Award 2020.

9.2 This Agreement replaces the Sydney Trains Enterprise Agreement 2018 and the NSW Trains Agreement 2018.

### **10 UNINTENDED CONSEQUENCES**

10.1 The parties have developed this Agreement in good faith based upon information shared by the parties during the negotiation process.

10.2 To the extent that other exigencies arise which the parties have not anticipated, or other circumstances warrant, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the Fair Work Act 2009 (Cth).

10.3 In recognition of the fact that former Awards and Agreements are incorporated by consolidation into this Agreement, the parties agree that if any provisions of these former Awards and Agreements containing a right or liability were not included in this Agreement, the parties will confer and if necessary make application to vary this Agreement in accordance with the requirements of the Fair Work Act 2009 (Cth).

### **11 WAGE / SALARY AND ALLOWANCE ADJUSTMENTS**

11.1 Wages and salary adjustments provided for in this Agreement are as follows (noting that these amounts are cumulative):

(a) a 2.53% pay rise with effect from the first pay period commencing on or after 1 May 2022;

- (b) a 3.03% pay rise with effect from the first pay period commencing on or after 1 May 2023; and
  - (c) such additional pay rise/s as set out in the Wages Order.
- 11.2 The applicable allowances as listed in Schedules 2B, 3B, 4B, 5B, 6B and 7B including industry, expenses, wage and work related allowances will be adjusted in accordance with the percentage increases in sub-clause 11.1.
- 11.3 Increases in expense related allowances will be in accordance with sub-clause 11.1 and will be effective to commence on and from the date of the Fair Work Commission's approval of the Agreement.
- 11.4 The parties acknowledge that all allowances listed in the schedules referred to in sub-clause 11.2 will be varied in accordance with adjustments and timelines outlined in sub-clause 11.1.
- 11.5 Each Employee will be paid fortnightly.
- 11.6 Each employee will receive a one-off payment of \$4,500 in the first full pay period commencing on or after this Agreement is made.

## **11A PAYMENT WHEN OFF DUTY AT THE INITIATIVE OF THE EMPLOYER**

- 11A.1 An Employee will be paid the average of their last 6 months worked (that is, a weekly amount of earnings over the preceding 6 month period worked divided by 26), if they are off duty at the initiative of the Employer:
- (a) arising from a disciplinary matter, except where the employee has been suspended without pay in accordance with clause 33.9 or where base pay has been applied due to the specific circumstances detailed in clause 33.10;
  - (b) during the period of a safety investigation;
  - (c) for a period of up to 6 months where an Employee is determined by periodic health assessment to be temporarily unfit for their normal duties and is undertaking suitable alternative duties and subject to the Employees' compliance with an approved return to work plan; or
  - (d) during the period where the Employee is awaiting training and/or assessment as part of a competency process and the delay in the provision of the training and/or assessment is the responsibility of the Employer.
- 11A.2 Sub-clause 11A.1 above does not apply to any periods of leave (including Employer directed leave).
- 11A.3 Calculations of average pay of the last 6 months will not include:
- (a) cash payments in lieu of excess leave;
  - (b) any leave paid at a rate other than the ordinary rate (e.g. Long Service Leave at double pay, leave without pay, leave at half pay); or
  - (c) any one-off cash payment associated with the approval and commencement of this Agreement.

## **12 FACILITATION OF CHANGES TO THE TERMS OF THIS AGREEMENT**

The parties acknowledge that continuous improvement, the acceptance of ongoing change and commitment to safety are fundamental to the success of Sydney Trains.

Associated with Sydney Trains' and NSW TrainLink's continuous improvement program and commitment to best practice, changes in technology, organisational structures and work practices will occur. The following provisions will facilitate such changes to the operation of the terms of this Agreement as specified in this clause following a ballot of Affected Employees who will share the benefits of agreed changes.

## 12.1 Principles

- (a) During the life of the Enterprise Agreement each group of Affected Employees for each agency will only be subject to a vote once on any initiative under clause 12 of the Enterprise Agreement.
- (b) The following clause will not be used to create disparity within the specific groups of Affected Employees (including creating disparity between existing and future employees).
- (c) No one-off payments will be utilised to provide for the facilitation of changes as detailed in this clause.

## 12.2 Train Crew

- (a) Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Employer and Employees who are Train Crew (as defined in clauses 107 and 190 of this Agreement) classifications (Affected Employees) may agree to implement changes to the operation of:
  - (i) clause 25 as it pertains to Train Crew only;
  - (ii) clauses 106 to 132A of Section 4 and Schedules 4A and 4B inclusive;
  - (iii) clauses 189 to 219 of Section 7 and Schedules 7A and 7B inclusive; and
  - (iv) the conditions of employment (as defined in clause 13.1(d)) contained within the Drivers Rostering and Working Arrangements (including the Overtime Bonus) (DRWA), Guards Rostering and Working Arrangements (GRWA), Stable Rostering Code and Drivers Depot Transfers and Roster Placement Policy / Procedure.
- (b) The changes may include changes to working arrangements, conditions and payments and will be compensated for by the payment of additional remuneration.
- (c) The additional remuneration for changes cited in 12.1(a) may include:
  - (i) an aggregate payment in lieu of currently specified payments;
  - (ii) compensation for changes or variations to the operation of clauses and/or conditions of employment; and/ or
  - (iii) payment in recognition of employee related cost savings delivered by changes or variations to the operation of clauses and/or conditions of employment.
- (d) To reach agreement with a classification of Affected Employees, e.g. Drivers or Guards, clause 12.8 will apply. Any clause of this Agreement or in the DRWA, GRWA, Stable Rostering Code and/or Drivers Depot Transfer and Roster Placement Policy/Procedure the operation of which is changed in accordance with this sub-clause or for which a payment is made in accordance with this sub-clause will cease to apply to Affected Employees upon commencement of an agreement approved in accordance with sub-clause 12.8. Any additional

remuneration will be paid to Affected Employees in accordance with clauses 12.8(h) and (i).

### 12.3 **Infrastructure Worker Shift Lengths, Rostering and Working Arrangements Agreement**

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Employer may agree with Employees employed in the classifications of Infrastructure Worker (all levels IW 1.1 to 5.4) (“Affected Employees”) to implement new Infrastructure Worker shift length, rostering and working arrangements for Employees employed in the classifications of Infrastructure Worker (all levels IW1.1 to 5.4) (“Affected Employees”).

The Infrastructure Worker Shift Length, Rostering and Working Arrangements Agreement developed in accordance with this sub-clause will include the payment of additional remuneration in lieu of employee related cost savings delivered following changes to any or all of the following conditions of employment:

<b>Subject</b>	<b>Clauses to be negotiated</b>
Definition of weekend and roster cycle	133
Average pay	139.2 (a) and (b)
Rostering work	141
Rostering and Fatigue Management	Schedule 5D and 5E
Start/Finish allowance	139.4 (d)
Non rostered days/average pay employees	160

The above clauses will cease to apply to Affected Employees upon commencement of the Infrastructure Worker Shift Length, Rostering and Working Arrangements Agreement.

In accordance with clause 12.8, any additional remuneration will be paid in accordance with clauses 12.8 (h) and (i) below.

### 12.4 **Sydney Trains Station Staff Work Locations Arrangements Agreement**

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Employer and Employees in classifications in this sub-clause (“Affected Employees”) may agree to implement a Station Staff Work Locations Arrangement Agreement.

<b>Salaried</b>	<b>Wages</b>
Station Duty Manager	Customer Service Attendant
Sales Account Team Leader	Customer Service Team Leader
Salesperson	Customer Service Team Leader Safe working
Sales Support Officer	Customer Service Team Leader Competent
Station Support Officer	Customer Service Attendant Safeworking

The Station Staff Work Locations Arrangement Agreement developed in accordance with this sub-clause will include the payment of additional remuneration in lieu of

employee related cost savings delivered following changes to any or all of the following conditions of employment:

<b>Subject</b>	<b>Clauses to be negotiated</b>
Home Depot/Station	42

The above clause will cease to apply to Affected Employees upon commencement of the Station Staff Work Location Arrangement Agreement.

Any additional remuneration will be paid in accordance with clauses 12.8 (h) and (i) below.

#### 12.5 **Sydney Trains Cleaning staff work locations Arrangements Agreement**

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Employer and Employees in the classifications in this sub-clause ("Affected Employees") may agree to implement Cleaning Staff Work Location Arrangement Agreement.

Cleaning Attendant  
Cleaner-in-charge

The Cleaning Staff Work Locations Agreement developed in accordance with this sub-clause will include the payment of additional remuneration in lieu of employee related cost savings delivered following changes to any or all of the following conditions of employment:

<b>Subject</b>	<b>Clauses to be negotiated</b>
Home Depot/Station	42

The above clause will cease to apply to Affected Employees upon commencement of the Cleaning Staff Work Location Agreement.

Any additional remuneration will be paid in accordance with clauses 12.8 (h) and (i) below.

#### 12.6 **Fleet Maintenance Staff Variable Shift Length Rostering Arrangements Agreement**

Notwithstanding the other terms of this Agreement, prior to the nominal expiry date of this Agreement, the Employer and Employees in the classifications in this sub-clause ("Affected Employees") may agree to implement a Variable Shift Length Rostering Arrangements Agreement.

Rail Maintainer	Rail Technician
Engineering Operator	Operator
Boilermaker	Examiner
Fitter	Plumber
Storeperson	
Sewing machinist	

The Fleet Maintenance Staff Variable Shift Length Rostering Agreement developed in accordance with this sub-clause will include the payment of additional remuneration in

lieu of employee related cost savings delivered following changes to any or all of the following conditions of employment:

<b>Subject</b>	<b>Clauses to be negotiated</b>
Hours of Work	89

The above clause will cease to apply to Affected Employees upon commencement of the Fleet Maintenance Staff Variable Shift Length Rostering Agreement.

Any additional remuneration will be paid in accordance with clauses 12.8 (h) and (i) below.

## 12.7 Consultation Process

- (a) The following consultation process will apply where the Employer proposes to introduce an Agreement under sub-clauses 12.1 to 12.6:
  - (i) When changes are proposed, the Employer will make available in writing all relevant information (including their costings) relating to the change at the commencement of negotiations. The commencement of negotiations does not constitute acceptance by the relevant Union parties of the costings provided.
  - (ii) The parties will negotiate in good faith.
  - (iii) Negotiations on facilitation proposals will commence within 18 months of certification of this Agreement and conclude within 12 months of the initiation of negotiations, except where agreed by the relevant Union parties to the initiative and the relevant Employer to extend the timeframe.
  - (iv) Either the Employer or Union/s may seek to have the matter referred to an agreed mediator.
  - (v) An agreed mediator may be utilised by the parties in order to better facilitate discussions about matters where mutually agreed.

## 12.8 Voting Process

Where the Employer seeks to put the terms of the change to a vote, prior to its implementation the following will occur:

- (a) The Employer will identify any employee related cost savings as generated by the introduction of the change.
- (b) The terms of any proposed changes will be reduced to writing specifying the clauses that will cease to apply, any increase in remuneration and when each change is to take effect.
- (c) The Employer will commence a process of consultation and information sharing with the Affected Employees to provide the Affected Employees with an understanding of the changes and have ready access to its terms.
- (d) The process outlined in sub-clause 12.10 (c) will include at least:
  - (i) 14 days' notice to the relevant union prior to the commencement of a voting process commencing. The Employer acknowledges that the period may need to be longer depending on the circumstances of the Affected Employees.

- (ii) Prior to the 14 days' notice period the Employer will facilitate a meeting of the Unions' relevant elected committee(s) by releasing the relevant delegates to attend, eg., ETDC for Sydney Trains Drivers or Guards Subdivision for Train Guards, where the Employer will present the changes.
  - (iii) 7 days' notice to the Affected Employees of the changes and the date they will take effect prior to the commencement of the voting process.
- (e) The relevant Unions involved may seek for delegates to be released for the above period and the paid release from duty will be provided by the Employer.
  - (f) Following the process of consultation with Affected Employees, the change will only be implemented with the approval of a majority vote of Affected Employees. Such approval will be formed if:
    - (i) The Employer has provided all of the Affected Employees a reasonable opportunity to meet and discuss with their Union representatives the proposed change in accordance with 12.8 (d) and (e).
    - (ii) The Employer has provided each of the Affected Employees with a copy of the proposed change.
  - (g) The vote of the Affected Employees will remain open for a minimum period of four (4) weeks to enable all Affected Employees the opportunity to vote in the workplace. Joint Union and Employer workplace briefings and voting time will also be accommodated in rostered hours for all Affected Employees during this minimum voting period of four (4) weeks.
  - (h) All Affected Employees will be paid in accordance with the agreement.
  - (i) Any wage/salary increase paid in accordance with Clause 12 will be in addition to any pay increase payable in accordance with Clause 11 of this Agreement and will be cumulative with any other wage/salary increase paid in accordance with any other applicable facilitation outcome made pursuant to Clause 12.

12.9 For the avoidance of any doubt, Employees will continue to be covered by this Agreement including the Dispute Settlement Procedure in Clause 8 and the terms of this Agreement will continue to apply to the Employee, other than those terms which cease to apply as a result of a facilitation outcome made in accordance with this clause.

### **13 NO EXTRA CLAIMS OTHER THAN IN ACCORDANCE WITH THIS AGREEMENT**

13.1 This clause is subject to the right to a variation of this Agreement in accordance with Part 2-4 Division 7 of the Fair Work Act 2009 (Cth). This Agreement covers the field. During the life of this Agreement the parties:

- (a) will continue to recognise the Employer's managerial prerogative to propose and implement change in compliance with this Agreement;
- (b) except in accordance with the terms of Clause 12, shall make no extra claims for any changes in remuneration or conditions of employment;
- (c) agree that where any change proposed in Clause 12 above impacts upon Employees' existing rates of pay and/or conditions of employment under this Agreement, then it will only be implemented in accordance with the consultation and voting process included in Clause 12 of this Agreement.

- (d) for Train Crew it is recognised that “conditions of employment” includes current:
  - (i) depot transfer and roster placement procedures; and
  - (ii) rostering codes and conditions.

## **14 EMPLOYMENT ARRANGEMENTS**

- 14.1 The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.
- 14.2 The Employer shall initiate every appointment and promotion (including Part-time and Temporary) by a letter of offer, which shall cite this Agreement, and the applicable position description as the basis of the terms and conditions of employment.
- 14.3 Temporary and Casual Employees shall not be used to displace existing permanent Full-Time or permanent Part-Time Employees, but as supplementary labour to cover unplanned or extended leave, or special programs/projects.
- 14.4 Where continuing Full-Time or Part-Time work is available for periods of more than 6 months, the Employer will utilise either permanent or temporary Full-Time or Part-Time Employees in preference to Casuals.
- 14.5 No Employee shall have their form of employment, e.g. Full-Time or Part-Time, changed without their written agreement.
- 14.6 No direct permanent Employee who is available and deemed suitable to undertake duties shall be considered displaced if a Temporary or Casual Employee is engaged to undertake the same job/position (other than Temporary Employees engaged on fixed term project work).

## **15 FORMS OF EMPLOYMENT**

- 15.1 The Employer may engage Employees either on a full-time, part-time, temporary/fixed term or casual basis, in all classifications to provide flexibility of employment and to accommodate variability of business activities.
- 15.2 All Employees engaged shall possess the appropriate skills, competencies and certificates for the position into which they are being employed.

### **15.3 Full-Time Employment**

A Full-Time Employee is one who is employed to work consistent with the provisions of Clause 25 (Hours of Work).

### **15.4 Part-Time Employment**

- (a) Part-Time Employees shall be engaged to work a regular number of hours per day (for no less than 15 hours per week and up to 35 hours per week). The agreed hours shall be the contract hours of work.
- (b) A Part-Time Employee’s contract hours can only be varied in writing, by agreement, between the Employee and the Employer.
- (c) The daily starting and finishing times will be agreed at the commencement of employment except where those times vary according to the roster that needs to be worked.
- (d) A Part-Time Employee shall be provided with a letter of employment stipulating the basis of their employment, and their daily and weekly hours of work.
- (e) A Part-Time Employee will be rostered for a minimum 3 hours on rostered Shifts, unless varied by mutual agreement. Where a Part Time Employee is

rostered for 3 hours on a shift, the Employee may request that the shift be increased to 4 hours. The Employer will consider reasonable proposals based on demonstrated hardship.

- (f) A Part-Time Employee shall not be required to work additional hours beyond their agreed minimum hours, but may be offered the opportunity to do so. Where a Part-Time Employee agrees to work additional hours, payment for such hours will be at single time rates up to the number of ordinary hours for an equivalent permanent Full-Time Employee.
- (g) Where additional hours exceed the daily ordinary hours or the weekly ordinary hours for an equivalent permanent Full-Time Employee the applicable overtime penalty will be applied to the excess hours worked.
- (h) Part-Time Employees will be entitled to pro-rata leave and pay conditions relative to the comparable Full-Time equivalent positions.
- (i) Part-Time Employees shall be paid at the same hourly rate of a Full-Time Employee in the same classification and expenses and allowances for their classification as prescribed in this Agreement.
- (j) **Part Time Conversion**
  - (i) A Part-Time Employee who has regularly worked more than their specified contract hours for a continuous period of 6 months has the right to request that their contract be updated to reflect their regularly worked hours.
  - (ii) A Part-Time Employee who has regularly worked 35 hours or more per week for a continuous period of 6 months has the right to request that their contract be converted to one of Full-Time employment.

#### 15.5 **Temporary Employment including Fixed Term Employment**

- (a) The Employer will use temporary employment only for the following purposes and not to negatively impact on Full-time and Part -time employment:
  - (i) Addressing peaks and troughs in workload;
  - (ii) Working on a defined and specified project or set of projects;
  - (iii) to backfill a role temporarily vacated by a Permanent Employee, including for parental leave relief, secondments, temporary transfers or career breaks.
- (b) A Temporary Employee may be employed for a fixed period of not more than 12 months or for a specified project, or set of projects, or parental leave relief or temporary secondments of not more than 24 months to cover relief Employees, on either a Full-time or part-time basis.
- (c) A Temporary Employee shall be provided with a letter of employment stipulating the basis of their employment, and their daily and weekly hours of work.
- (d) An offer of temporary employment must specify the period of the employment or the parameters and expected duration of the project.
- (e) Where Temporary Employees are engaged for more than 12 months in relation to the same role, other than for a defined project or set of projects or parental leave relief or the backfilling of a permanent Employees for other reasons, the Employee in the role may be offered by the Employer to convert to a permanent Employee role.

- (f) If a roll over of temporary employment is proposed that would extend the engagement for more than 12 months in relation to the same role (other than in a defined project or set of projects role), the role will be reviewed to determine if a permanent position is to be created.
- (g) Where Temporary Employees are engaged for more than 24 months in relation to the same role, other than for a defined project or set of projects or parental leave relief, or the backfilling of a permanent Employee for other reasons, the Employee in the role will be made permanent. This provision comes into effect 1 year after the operation of this Agreement.
- (h) Other than in cases of misconduct that warrants summary dismissal, the Employer may terminate a Temporary Employee in accordance with the notice provided in Clause 19 (Termination of Employment).
- (i) Temporary Employees will only be employed on a Full-time or Part-time basis in addition to Full-Time and Part-Time permanent Employees and will be employed under the same terms and conditions of employment as equivalent permanent Employees.
- (j) Payment in lieu of notice will be made if the appropriate notice period is not given by the Employer. The Employer may require all or part of the period of notice to be worked out with any remainder to be paid out.
- (k) Temporary Employees are not entitled to redundancy payments.
- (l) The Employer will not seek to terminate a temporary engagement to avoid the provisions of clause 15.5(e)-(g).
- (m) A permanent Employee who is appointed to a temporary role(s) (regardless of whether it is a secondment, temporary project role or otherwise) of 24 months or less in duration will have a right to return to the permanent role they held before taking up the temporary role(s).
- (n) Subclauses (e), (f), (g) and (m) do not apply to employees covered by Clause 16, Apprenticeships, Cadetships, Internships, Graduates and other traineeships.

## 15.6 **Casual Employment**

- (a) The use of Casual Employees will be to meet unplanned workloads or short notice work peaks to maintain the efficiency of the Employer's operations. Casual Employees shall only be employed in addition to Full-Time and Part-Time permanent Employees.
- (b) A Casual Employee shall be engaged for a minimum of 4 consecutive hours per Shift up to a maximum of 38 hours per week and will not be employed for a continuous period of more than 6 weeks.
- (c) Casual Employees shall not be terminated and subsequently re-employed as a means of avoiding the application and intent of this clause.
- (d) A Casual Employee will receive the ordinary hourly base rate of pay applicable to the equivalent Full-Time classification plus a 25% loading on this ordinary hourly base rate of pay. This is to compensate for not receiving annual leave, sick leave, public holidays and Employee travel pass.
- (e) A Casual Employee may be terminated by the Employer or Employee providing notice expiring at the end of that day's engagement.

- (f) Where a full time or part time position has been filled by Casual Employees continuously for a period of six months, the Employer shall:
  - (i) determine whether there is an ongoing need for the work on either a permanent or temporary (fixed term) basis;
  - (ii) if it is determined there is an ongoing need for the position on a permanent basis, commence to fill the position in accordance with Clause 21 of this Agreement;
  - (iii) if it is determined there is an ongoing need for the position on a temporary basis, determine whether there are any displaced Employees who may be suitable for temporary redeployment into the temporary position; and
  - (iv) if it is determined there is an ongoing need for the position on a temporary basis and there are no displaced Employees suitable for temporary redeployment into the temporary position, fill the position in accordance with sub-clause 15.5 of this Agreement.
- (g) A Casual Employee who works in excess of 7.6 hours per day shall be paid at overtime rates. All time worked on Saturdays, Sundays and Public Holidays shall be paid at penalty rates as prescribed in this Agreement.

#### 15.7 Supported Wage System

- (a) This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of the award.
- (b) In this clause:
  - (i) **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
  - (ii) **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.
  - (iii) **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.
  - (iv) **relevant minimum wage** means the minimum wage prescribed in the award for the class of work for which an Employee is engaged.
  - (v) **supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).
  - (vi) **SWS wage assessment Agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee's productive capacity and agreed wage rate.

## 15.8 Eligibility Criteria

- (a) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under the award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (b) This schedule does not apply to any existing Employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of the award relating to the rehabilitation of Employees who are injured in the course of their employment.

## 15.9 Supported Wage Rates

- (a) Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity %	Relevant minimum wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (b) Provided that the minimum amount payable must be not less than the amount specified in Schedule E of the Rail Industry Award 2020 from time to time.
- (c) Where an Employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

## 15.10 Assessment of Capacity

- (a) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and Employee and, if the Employee so desires, a union which the Employee is eligible to join.
- (b) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Fair Work Act 2009 (Cth).

## 15.11 Lodgement of SWS Wage Assessment Agreement

- (a) All SWS Wage Assessment Agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the Employee, must be lodged by the Employer with the Fair Work Commission.
- (b) All SWS Wage Assessment Agreements must be agreed and signed by the Employee and Employer parties to the assessment. Where a Union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the Agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## 15.12 Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

**15.13 Other Terms and Conditions of Employment**

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by the award on a pro rata basis.

**15.14 Workplace adjustment**

An Employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

**15.15 Trial period**

- (a) In order for an adequate assessment of the Employee's capacity to be made, an Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- (b) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (c) The minimum amount payable to the Employee during the trial period must be no less than the amount specified in the award from time to time.
- (d) Work trials should include induction or training as appropriate to the job being trialled.
- (e) Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under sub-clause 15.10.

**16 APPRENTICESHIPS, CADETSHIPS, INTERNSHIPS, GRADUATE AND OTHER TRAINEESHIPS**

16.1 This clause applies to Sydney Trains and Sydney Trains employees only.

16.2 The Employer is committed to the apprenticeship programs. The numbers of apprentices are based on business needs and natural attrition rates of qualified trade Employees. During the life of this Agreement, the Employer is prepared to review the yearly intake of apprentices with a view to increasing the yearly apprentice intake.

16.3 Apprentices will be assessed using the Australian National Training Authority (or equivalent) guidelines.

16.4 Where the Employer seeks to add a classification to the classifications in which apprentices are employed, Sydney Trains will consult with the relevant parties, which may include the relevant Union, on the proposal.

## 16.5 Apprentices

YEAR	PERCENTAGE
First year	50%
Second year	60%
Third year	75%
Fourth year	88%

## 16.6 Adult Apprentices

YEAR	PERCENTAGE
First year	78%
Second year	80%
Third year	83%
Fourth year	88%

- 16.7 The minimum weekly wage for an apprentice and adult apprentice will be derived by applying the relevant yearly percentage (%) shown above to the Engineering Operator 5 or equivalent, exclusive of any relevant allowances payable, e.g. Industry allowance and tool allowance.
- 16.8 Where a person was employed by Sydney Trains immediately prior to becoming an adult apprentice, such person will not suffer a reduction in the rate of pay by virtue of a training contract.
- 16.9 For the purpose only of fixing a rate of pay the adult apprentice will continue to receive the rate of pay that is from time to time applicable to the classification specified in the classification structures contained in this Agreement and in which the adult apprentice was engaged immediately prior to entering into the training contract.
- 16.10 Except as herein provided, the conditions of employment that apply to Sydney Trains apprentices, are those provided by this Section 1 and Section 3 of this Agreement.
- 16.11 Additionally, Sydney Trains apprentices shall in order to gain adequate exposure to all aspects of the trade, rotate to various work locations as advised by Sydney Trains during the term of the apprenticeship.
- 16.12 Notwithstanding the foregoing, an apprentice assigned to work at a location covered by Section 5 of this Agreement, shall for the period of such assignment be covered by all of the conditions of employment prescribed by Section 5 of this Agreement other than those that apply to IW4.2 and above.
- 16.13 Annual leave shall accrue in accordance with the provisions of Section 1 and/or Section 5 as the case may be, subject to a maximum of five weeks accrual in any one year.
- 16.14 Upon reaching the age of 21, apprentices shall be paid the applicable adult apprentice rates outlined in Clause 16.6.
- 16.15 To meet the competency requirements of their apprenticeship and associate trade qualification, apprentices may need to undertake a placement with a host employer external to Sydney Trains.

- 16.16 For the purpose of clause 16, an apprentice who is required to undertake an external placement shall, for the period of the external placement with a host employer, be assigned a home depot that is a location of the Employer (Sydney Trains).
- 16.17 To meet the competency requirements of their apprenticeship and associate trade qualification, apprentices will be required to complete rotations at different locations. Where the Employer requires an apprentice to change home depots, the apprentice will be consulted on this proposed change per the requirements in clause 7.
- 16.18 **Trainees, Cadets, Interns and Graduates:**
- (a) The Employer may employ Trainees, Cadets, Interns and Graduates in line with State and Commonwealth Guidelines, and in accordance with classification structures in this Agreement.
  - (b) The conditions of employment of Trainees, Cadets, Interns and Graduates are those that apply to Employees in the classification and calling for which the Employee is being trained.

## **17 INDUCTION AND ORIENTATION**

- 17.1 All Employees, following the commencement of their employment, shall undergo an induction and orientation program during which they will be familiarised with the Employer, their work site and requirements of their positions.
- 17.2 As part of the induction program outlined in sub-clause 17.1 above, a scheduled Enterprise Agreement information session will be held.
- 17.3 The Employer will notify Unions who are parties to this Agreement about the dates of proposed inductions.
- 17.4 Union delegates and/or Union representatives may attend the induction and shall be given reasonable time to address new Employees as part of the scheduled Enterprise Agreement information session about the benefits of collective bargaining and Union membership.
- 17.5 Supplementary Labour engaged by the Employer for more than 3 months will be invited to attend an organisational/corporate induction session, which they may choose to attend. Where Supplementary Labour engaged by the Employer attend organisational/corporate inductions, union delegates and/or union representatives may attend to speak to them about the benefits of union membership.

## **18 PROBATIONARY PERIOD OF EMPLOYMENT**

- 18.1 The probationary period is 3 months, except where the Employer applies a probationary period of 6 months, where it deems appropriate on the basis of the level and/or specialist nature of the position. The applicable probationary period will be outlined in the letter of appointment
- 18.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months and may extend a 6 month probationary period once up to a maximum of 12 months.
- 18.3 Where a probationary Employee is given notice of dismissal, they shall have a right of review to be conducted by the Chief Executive or their nominee. Such a review should be lodged within 14 days of the notice of dismissal.
- 18.4 During any probationary period, either the Employee or the Employer may terminate the Employee's employment by providing one (1) week's written notice to the other party.

- 18.5 Where an Employee resigns or is dismissed during any probationary period of employment, the Employee is required to return any of the Employer's property in their possession including work apparel and equipment.
- 18.6 On commencing employment, probationary Employees will be advised as to the performance standards required during the period of probationary employment. During any probationary period, regular performance reviews will be conducted and the Employee will be given feedback on their performance.

## 19 TERMINATION OF EMPLOYMENT

- 19.1 The Employer will not terminate an Employee's employment (other than a probationary, Temporary or Casual Employee) unless:
- (a) the Employee has been given the period of notice required by this clause;
  - (b) the Employee is guilty of serious misconduct; or
  - (c) all relevant legislative provisions have been complied with.

- 19.2 The required period of notice by the Employer will be:

<b>Employees' Continuous Service with the Employer</b>	<b>Period of Notice</b>
Not more than 1 year	1 week
Up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years service, are given an additional one (1) week's notice.

- 19.3 Payment in lieu of notice will be made if the appropriate notice period is not given. The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 19.4 Employees may terminate their employment by giving 4 weeks notice in writing or by forfeiting 4 weeks salary or wages in lieu, unless the Employer agrees to a lesser period of notice.
- 19.5 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 19.6 Temporary Employees are to provide one (1) week notice of termination.
- 19.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, Employee travel pass and identification in their possession or control.

## 20 ABANDONMENT OF EMPLOYMENT

- 20.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.

- 20.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address advising the Employee that their services have been terminated due to abandonment of employment.

## **21 FILLING OF AUTHORISED POSITIONS**

- 21.1 When a position becomes vacant the Employer shall, within 4 weeks, determine if the position is to continue as an authorised position.
- 21.2 Where the position is to be continued, a review will be undertaken, within 4 weeks, to determine whether there are any wages or salaried Employees on the displaced list who may be suitable for redeployment, either temporarily or by accepting appointment into the position.
- 21.3 Where the position cannot be filled through redeployment/retraining, the Employer will commence to advertise and fill the position by merit selection within 6 weeks of the completion of the redeployment review process.
- 21.4 The Employer will fill Vacant Positions, which it intends to maintain on its establishment, within 9 months from the time that the position becomes vacant. Preference will be given to appointing full-time positions in the first instance.
- 21.5 Whilst rail specific positions will generally be advertised internally in the first instance, the Employer will reserve the right to concurrently advertise internally and externally.
- 21.6 The Employer will select, appoint and promote people on the basis of merit as determined by the skills, competence, qualifications and experience required for the position. The Employer will maintain its commitment to non-discrimination and equal employment opportunity in making these decisions.
- 21.7 This clause does not apply to vacant positions filled through the use of eligibility lists, temporary employment conversions to permanency, voluntary Employee transfers in areas of Sydney Trains and NSW TrainLink where voluntary Employee transfers have been agreed by the parties, and in relation to train crew, transfers between depots and obtaining lines on rosters.
- 21.8 For the purpose of this clause, eligibility lists can be used to fill any like position/s which become vacant within 60 minutes travelling time from the original location for which the eligibility list was created.

## **21A WORKPLACE CHANGE, REFORMS AND RESTRUCTURES**

- 21A.1 The parties agree and acknowledge that the terms of the Rail Redundancy Deed 2022 will continue to be applied by the Employer from the commencement date of this Agreement until this Agreement is replaced by another Agreement where the Employer proposes an organisational change that may affect an employee's job security.

## **22 PROMOTION APPEALS**

Employees will have access to relevant State legislation in force from time to time with respect to promotion appeals.

## **23 STAFF REVIEW PROCESSES (STATIONS AND CLEANERS)**

- 23.1 The staff review process may be commenced by any party by presenting a written business case to the other parties. The party initiating the business case should arrange a meeting with the other parties providing at least one week's notice of the meeting. At this time all future actions are agreed, time frames developed and tabled to the relevant Unions, relevant Level 2 Manager or their nominee. The parties may alter the time frames by agreement.

- 23.2 All parties affected by the staff review are to be afforded an opportunity to review the business case proposal. Union delegates are to be released to undertake all functions of the review for its duration.
- 23.3 The staff review is undertaken and is generally conducted on site by a Staff Review Committee comprising a manager representing the division concerned, a representative from People & Culture, an Employee representative, and a workplace representative(s) nominated by the relevant Union(s). It is expected that such reviews should take no longer than one week.
- 23.4 The staff review documentation is to be prepared by business group representatives in consultation with other review committee members. Committee members have the right to have any concerns or disagreement held about the Staff Review outcome to be recorded in the review outcome documentation.
- 23.5 A People & Culture representative will be present at all staff reviews.
- 23.6 In the event of a disputed staff review, the documentation is not to be signed off and is to be submitted to the relevant Level 2 Manager, or for NSW TrainLink, a Level 2 Manager or their nominee for a decision, subject to endorsement by the relevant Director and Executive Director People & Culture Business Partnering. The decision will be limited to the matters under dispute. Unrelated matters agreed by the Staff Review Committee will not be altered.
- 23.7 The decision made by the Staff Review Committee, or in the event of a disputed staff review by the relevant level 2 Manager, or for NSW TrainLink, a Level 2 Manager or their nominee is to be implemented within 21 days.
- 23.8 All agreed and authorised positions will be filled in accordance with Clause 21 (Filling of Authorised Positions).
- 23.9 Where a dispute arises regarding the operation of this clause the dispute may be dealt with under the DSP at Clause 8 of this Agreement (commencing at Step 2), provided that any disputes dealt with under the DSP, including referral to the Fair Work Commission under Step 4, will be limited to disputes regarding compliance with the provisions of this clause.
- 23.10 The staff review process applies to Station Staff and Cleaners only.

## **24 SALARY SACRIFICE**

- 24.1 Permanent Employees may elect to salary sacrifice their pre-taxable base salary or wage subject to Australian taxation laws and subject to the Employer's administrative procedures.
- 24.2 The Employers will regularly review the Salary Packaging provider to ensure that employees are receiving the maximum benefit and are able to salary sacrifice as many items as possible.

## **25 HOURS OF WORK**

- 25.1 This clause is subject to the Hours of Work clauses in Part B and Part C of this Agreement.
- 25.2 The ordinary hours of work shall be 76 hours per fortnight (excluding meal breaks) divided into not more than 10 Shifts.
- 25.3 Notwithstanding sub-clause 25.2, an Employee whose ordinary hours are less than 76 per fortnight shall retain that condition until that Employee:
- (a) accepts a promotion;
  - (b) requests and is transferred to another position; or

(c) is redeployed.

The exceptions outlined in this sub-clause will not apply to Sydney Trains Employees who are, and continue to be, employed in positions covered under the Train Controllers and Area Controllers Classification Structures. The ordinary hours of work for area controllers shall be 72 hours per fortnight divided into not more than 9 shifts.

- 25.4 The ordinary hours shall be worked between 0600 and 1800, Monday to Friday, except where it has been previously agreed to work ordinary hours outside of this range.
- 25.5 The pattern of ordinary hours of work provided for within this Agreement may also be varied by mutual agreement between the Employer and its Employees as provided for in functional area agreements.
- 25.6 Ordinary hours of 152 hours work may be worked in a 4 week work cycle to enable Employees to have an additional day off during the cycle by accruing additional working time on other working days. Payment in these circumstances shall be made on an averaging basis of 76 hours a fortnight.

## **25A SUPPORT FOR BREASTFEEDING OR EXPRESSING MILK**

- 25A.1 An Employee's request for flexibility regarding Breastfeeding Breaks will not be unreasonably refused.
- 25A.2 Breastfeeding Breaks will be provided to Employees who require them, based on individual circumstances and taking into account the following:
- (a) A full time or a part time employee working more than four hours per day is entitled to up to 60 minutes in paid Breastfeeding Breaks each per day or per shift.
  - (b) A part time employee working four hours or less on any day or shift is entitled to up to 30 minutes in paid Breastfeeding Breaks per day or per shift.
- 25A.3 Employees can discuss their needs regarding Breastfeeding Breaks with their manager and/or their relevant People & Culture Representative, including flexibility requirements for how Breastfeeding Breaks will be configured and if the Employee requires further Breastfeeding Break/s to those in sub-clause 25A.2. Flexible break options that may be approved include:
- (a) Joining paid breaks or parts of paid breaks to provide a longer break
  - (b) Dividing the total paid time of breaks (i.e. one hour) into 3 or more shorter breaks
  - (c) Joining breastfeeding breaks to other paid or unpaid breaks
  - (d) Extending a paid break with unpaid break time.
  - (e) A further 30 minute unpaid break.
- 25A.4 An Employee's requirements for Breastfeeding Breaks will be planned and agreed between the Employee and their Manager and/or their relevant People & Culture Representative.
- 25A.5 The entitlements in sub-clause 25A.2 are in addition to other breaks an Employee is entitled to under this Agreement.

- 25A.6 During the life of the Agreement, the Employer will review the facilities available to Employees in order to provide access to the following across the network:
- (a) suitable private lockable space that is not a toilet or bathroom, with comfortable seating and access to a powerpoint and running water, for the purpose of breastfeeding or expressing milk or other activity necessary to the act of breast feeding or expressing milk; and
  - (b) suitable facilities, such as a refrigerator, freezer and a sink, where practicable.
- 25A.7 Where facilities for the purpose of breastfeeding or expressing milk or other activity necessary to the act of breastfeeding or expressing milk are not currently available and during the rollout of facilities as set out in sub-clause 25A.6 above, discussions between the manager and Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.

## **26 COMPETENCY BASED CLASSIFICATION STRUCTURES**

- 26.1 Classification structures may be developed and agreed. All classification structures shall include the relevant annual or weekly and hourly rates of pay for each level or position in the structure.
- 26.2 Where developed, classification structures shall support flexible work arrangements to meet the needs of the Employer, maximising Employees' skills, knowledge and the capacity for career progression and the recognition of competencies and qualifications. Work design will be flexible to meet business needs.
- 26.3 Where appropriate, any assessment of individuals for the purposes of translation will provide for the Recognition of Current Competencies (RCC). RCC gives formal recognition of an Employee's relevant qualifications, knowledge, skills and on the job performance.
- 26.4 No artificial barriers within and across career streams shall exist.

### **Sydney Trains Trade and non-trade classifications**

- 26.5 Sub-clauses 26.5 to 26.9 apply to Sydney Trains only. New classification structures shall be developed for trade and non-trade Employees on the basis of the principles set out in sub-clause 26.6, however, nothing in the principles in sub-clause 26.6 precludes the parties from agreeing to modify existing classification arrangements in Section 5.
- 26.6 New and modified classification structures will:
- (a) Document the competencies and other key skills relevant to the work requirements and career progression in the classification structure.
  - (b) Require Employees to acquire any new or extra competencies for translation to a new or modified classification structure, within a 12 month period. The Employer will provide any training and assessment required within a 12 month period.
  - (c) Provide for career options that enable progression for Employees based on recognition of competencies, flexible work design and business requirements. This may be achieved through either broad-banding existing structures or the creation of new levels as necessitated by business requirements.
  - (d) Include the identification of relevant whole units of competency derived from endorsed training packages and endorsed by the relevant authority and relevant to the full scope of work required.

- (e) Provide for Employees currently performing work substantially the same as work required in any new or modified classification structure to continue to perform that work and to be paid appropriately, until recognised as competent in any new or modified structure.
  - (f) Provide that Employees whose wages have been affected by the introduction of a new or modified classification structure whereby their translation level is less than their substantive pay level, will retain their pay level.
  - (g) All training required for the performance of work under this Agreement shall be undertaken in work time, and all allowances, penalties and incidental expenses arising from the undertaking of training shall be payable as if the training were the normal performance of rostered work.
  - (h) Pay Employees for the competencies required to be acquired, where acquisition of these result in the Employee moving to a higher pay level. Employees can be directed to carry out the full range of any work for which they are competent.
- 26.7 Classification structures may provide for annualised incremental progression patterns within grades.
- 26.8 The Employer will identify the ongoing training and assessment requirements to maintain the appropriate level of skills within the functional areas that support business needs and promote opportunities for Employee career progression.
- 26.9 Training, in relation to competencies aligned to the national competency framework, will be delivered by registered training organisations (RTOs) registered to deliver training in accordance with ASQA (Australian Skills Quality Authority) arrangements for the purposes of the implementation of the Australian Qualification Framework or its successor.

### **Sydney Trains Clerical, Administrative, Technical and Professional**

- 26.10 This sub-clause applies to Sydney Trains Employees only. The approach defined in the 'trade and non-trade classifications' section will apply to the development of the clerical, administrative, technical, professional and other salaried classification structures with the following differences:
- (a) In the case of recognised professions, training will be provided so that professional practice qualifications are maintained where they are a requirement of the position or an employee is recognised as a Professional Engineer under this Agreement.
  - (b) Specifically, and to this end, Sydney Trains will support employees with engineering qualifications to achieve and maintain professional engineering recognition through either the Registered Professional Engineering program (RPEng) or the Chartered Professional Engineering program (CPEng) or other relevant programs of equivalent professional status, pursuant to clause 26A and 26B. Sydney Trains will facilitate these programs by, where necessary, assisting employees meet the peer validation requirements of the programs, for example, by providing statements about professional and technical engineering work experience.
  - (c) Where an Employee is required to attend training and development courses (including conferences, trade shows and seminars) to fulfill a CPD requirement for an accreditation:
    - (i) which is held as part of their role; or
    - (ii) professional accreditation pursuant to clause 26A and 26B

the Employer will pay the cost of the relevant professional development activity, in accordance with established learning and development procedures, and this shall not be unreasonably refused.

- (d) In the application of sub-clause 26.6(g), the parties will have regard to:
- (i) The current practice of salaried Employees undertaking training in their own time and the availability of study assistance, with the exception of employees who are required to fulfill Continuing Professional Development (CPD) as part of their role or to maintain and/or achieve professional accreditation, who are entitled to undertake CPD requirements in work time.
  - (ii) Where an employee seeks to undertake CPD requirements and travel to and from the event in work time they shall seek approval from their manager with at least two weeks' notice.
  - (iii) Managers shall not unreasonably refuse approval and shall respond to the request within 5 days of the request for approval, wherever reasonably practical.
  - (iv) The current practice of Employees with technical and/or professional skills and knowledge (eg engineers) attending conferences, trade shows and seminars in order to maintain the currency of their skills and knowledge in subject areas that are required for the performance of work under this Agreement.
  - (v) Subject to clause 26.10(c), to encourage the attraction and retention of Salaried Employees, the Employer will give favourable consideration to instances where the Employer will not incur training costs (eg where the Employee is willing to absorb the cost of training) and the Employee seeks paid release to attend training and/or a conference, trade show or seminar.

26.11 This sub-clause applies to Sydney Trains Employees only. Where new clerical, administrative, technical and professional classification structures are developed they will provide for progression based on skills, experience and satisfactory service.

#### **NSW TrainLink Clerical, Administrative, Technical and Professional**

26.12 This sub-clause applies to NSW TrainLink Employees only. The approach will apply to the development of the clerical, administrative, technical, professional and other salaried classification structures with the following differences:

- (a) In the case of recognised professions, training will be provided so that professional practice qualifications are maintained where they are a requirement of the position.
- (b) Specifically, and to this end, NSW Trains will support employees with engineering qualifications to achieve and maintain professional engineering recognition through either the Registered Professional Engineering program (RPEng) or the Chartered Professional Engineering program (CPEng) or other relevant programs of equivalent professional status, where this is a requirement of the position. NSW Trains will facilitate these programs by, where necessary, assisting employees meet the peer validation requirements of the programs, for example, by providing statements about professional and technical engineering work experience.
- (c) In the application of sub-clause 26.5 (g), the parties will have regard to:

- (i) The current practice of salaried Employees undertaking formal training in their own time and the availability of study assistance.
- (ii) The current practice of Employees with technical and/or professional skills and knowledge (eg engineers) attending conferences, trade shows and seminars in order to maintain the currency of their skills and knowledge in subject areas that are required for the performance of work under this Agreement.
- (iii) To encourage the attraction and retention of Salaried Employees, the Employer will give favourable consideration to instances where the Employer will not incur training costs (eg where the Employee is willing to absorb the cost of training) and the Employee seeks paid release to attend training and/or a conference, trade show or seminar.

26.13 This sub-clause applies to NSW TrainLink Employees only. Where new clerical, administrative, technical and professional classification structures are developed they will provide for progression based on skills, experience and satisfactory service.

## **26A ENGINEERING REGISTRATION AND RECOGNITION**

26A.1 This clause applies to Sydney Trains Employees only.

26A.2 The importance of the contribution of Engineers to the Employer is recognised by this Agreement through the following:

- (a) An Employee with the qualification of an engineer, may apply to the Employer to be recognised as a Professional Engineer under this Agreement; and
- (b) Recognition as a Professional Engineer by the Employer, in accordance with this clause, will not be unreasonably withheld.

26A.3 In this clause Professional Engineer means an Employee who is registered or accredited as a RPEng (“Registered Professional Engineer”) or CPEng (“Chartered Professional Engineer”) and has been assessed as meeting the requirements of a Professional Engineer through the process referenced in 26A.4 and, if successful, the Employee will be able to access the entitlements pursuant to clause 26B3. For the avoidance of doubt, the Employer recognises RPEng and CPEng as satisfying the standard for engineer’s accreditation.

26A.4 The Employer is committed to producing a policy or procedure (in collaboration with Professionals Australia), that sets out the governance framework for recognition as a Professional Engineer by the Employer, including the application and assessment process, within six months from the date of approval of this Agreement by the FWC.

26A.5 Once the policy or procedure outlined in 26A.4 is published, it will not be amended without the agreement of Professionals Australia.

26A.6 Clause 26A.4 will cease to apply following the Employer producing the first published version of the procedure with agreement from Professionals Australia. Clause 26A.4 will be removed, and Clause 26A.5 retained but updated accordingly, when this Agreement is replaced.

26A.7 If an Employee no longer satisfies the requirements under 26A.2, the Employee may re-apply for recognition under 26A.2.

## **26B ENGINEERING ACCREDITATION**

26B.1 This clause applies to Sydney Trains Employees only.

- 26B.2 The Combined Unions and the Employer are committed to promoting the value of being recognised as a Professional Engineer under this clause. To further this cause, the Employer will engage in collaborative promotion of engineering accreditations with Professionals Australia.
- 26B.3 Where an engineering Employee is required, or seeks, to be a Professional Engineer under clause 26A and 26B, the Employer will:
- (a) Acknowledge that it is a matter for the Employee to decide which organisation to achieve their accreditation through and will not select or encourage a preferred provider; and
  - (b) Pay the initial and ongoing costs associated with achieving and/or renewing Chartered or Registered Professional Engineer status (such as costs associated with continuing professional development programs (CPD), membership and accreditation).
- 26B.4 Once an Employee is recognised as a Professional Engineer under this clause, the Employer will:
- (a) Allow the Employee to use any post nominals in their professional correspondence and be recognised as such in their role with the Employer;
  - (b) Support the Employee to attend or participate in relevant professional development courses or events pre-agreed with their manager, during or outside ordinary hours of work, in order for the Employee to meet the required professional development hours to maintain accreditation as a Professional Engineer (in accordance with clause 26.10(c)); and
  - (c) Pay the Employee at ordinary rates if they attend professional development courses or events pursuant to Clause 26B.4(b), and the time spent will be included in the Employee's ordinary hours of work. For the avoidance of doubt, this will not include penalty rates or allowances.
- 26B.5
- (a) Consultation and reporting on the application of this Clause for Professional Engineers will occur through the Engineering & Maintenance Branch level consultation arrangements and the Peak Consultative Committee.
  - (b) This will include discussion on matters related to Professional Engineers as defined in this Clause, such as the number and type of engineering roles, uptake of professional registration, availability of CPD, and other matters associated with the application of Clause 26A or 26B.

## **26C PROFESSIONAL ENGINEER LOADING**

- 26C.1 This clause applies to Sydney Trains Employees only.
- 26C.2 A Professional Engineer will receive a loading of 1.5% applied to their ordinary base rate of pay in the following circumstances:
- (a) the Professional Engineer supervises Employees carrying out Professional Engineering Work and is responsible for such Professional Engineering Work; or
  - (b) the Professional Engineer undertakes, without engineering supervision, Professional Engineering Work and is directly responsible for such Professional Engineering Work.

26C.3 For the purposes of this clause, Professional Engineering Work includes engineering work that requires, or is based on, the application of engineering principles and data to a design, or a construction, production, operation or maintenance activity, relating to engineering as required by the Employee's role or work performed.

## **27 ROSTERING PRINCIPLES (SHIFT WORKERS)**

27.1 This clause excludes Sydney Trains Infrastructure Workers (IWs) and team managers classified in accordance with the Sydney Trains Infrastructure Division (IW) classification structure.

### **27.2 Introduction**

- (a) All rosters will be developed in accordance with the Employer's core rostering principles set out in sub-clause 27.3 and be subject to local level consultation (in accordance with sub-clause 7.3) prior to implementation.
- (b) The Employer shall ensure that all rosters are:
  - (i) developed in accordance with any laws governing the number of consecutive hours, days or Shifts that may be worked; and
  - (ii) compliant with relevant provisions of this Agreement concerning number of Shifts to be worked, intervals between Shifts, lengths of Shifts, consecutive days off, right to notice periods concerning duty.

### **27.3 Core Rostering Principles**

All master rosters shall be developed and implemented in accordance with the following principles:

- (a) the health and safety of Employees;
- (b) fatigue management obligations;
- (c) operational and business requirements;
- (d) duty of care obligations;
- (e) a fair and equitable distribution of the rostered work between Employees of like classification;
- (f) local level consultation;
- (g) patterns of working which assist quality of life considerations; and
- (h) reasonable periods of notice of change to rostered working.

### **27.4 Notice of Change of Rosters**

- (a) Master Roster
  - (i) Clause 27.4 does not apply to Sydney Trains Infrastructure Workers and team managers classified in accordance with the Sydney Trains Infrastructure Division (IW) classification structure.
  - (ii) The notice required for changes to the Master Roster will be 14 days unless otherwise agreed by the relevant parties to this Agreement.
  - (iii) Prior to the 14 days' notice the Employer will ensure impacted Employees have a further 14 days visibility of the significant proposed changes to the

master roster, unless otherwise agreed by the relevant parties to this Agreement. This provision does not change consultation and notice periods relating to Train Crew.

- (b) Period Roster and Daily Roster
  - (i) The notice required for changes to the Period or Daily Roster shall be determined within functional units having regard to the Employer's core rostering principles.

## 27.5 Consultation

- (a) Variations in operational and business requirements for rostered work across organisational business units may require the variation of rosters.
- (b) Variations to roster will be subject to local level consultation prior to implementation and be developed and implemented in accordance with core rostering principles of this Agreement in accordance with sub-clause 27.3. Relevant unions and affected Employees will be advised prior to implementation.
- (c) Where a rostering committee has been formed, management will consult with that committee. At locations where no rostering committee exists, consultation will occur in accordance with Clause 7 (Consultative Process).
- (d) In the event of any dispute concerning the review, development or implementation of rosters, the provisions of the DSP shall apply.

## 27.6 Exchange of Shifts

Employees may mutually agree to exchange Shifts, subject to approval by management. Management will not unreasonably withhold approval.

### Rostering Arrangements

27.7 Terms of rostering arrangements will be agreed within 3 months of this Agreement being approved.

27.8 If terms of rostering arrangements are not agreed, the outstanding terms will be arbitrated in accordance with the following framework:

- (a) To give effect to existing customs and practices;
- (b) To provide certainty to employees in their work;
- (c) To allow for employees to have a reasonable work life balance;
- (d) To ensure that the health and safety of employees is paramount in any rostering arrangement; and
- (e) To otherwise provide fairness in rostering practices.

27.9 Sub-clauses 27.10 - 27.11 apply to changes to the rostering arrangements once they are in place. The sub-clauses apply to the principles within the rostering arrangements and not changes to rosters themselves.

27.10 Where there is a proposed change to a rostering arrangement (or a component of the rostering arrangements) referred to in sub-clause 27.7, the party requesting the change will call a meeting (between the Employer and relevant Union parties) at which the proposed change will be presented. The proposal will include a clear and sound rationale of the change in circumstances or conditions that have led to the proposal to move from the existing arrangements, this will include details of how the

proposal addresses the principles in sub-clause 27.3. Parties will have the opportunity to discuss the change, including potential alternatives. This sub-clause does not apply to terms of rostering arrangements arbitrated in accordance with sub-clause 27.8, which cannot be changed during the life of this Agreement, except if agreed between the Employer and relevant Union parties.

- 27.11 Where matters cannot be resolved through the above process, any dispute will be dealt with in accordance with the Dispute Settlement Procedure in clause 8 of this Agreement.

## **28 LEAVE PROVISIONS**

Employees' leave entitlements are applicable at the date of approval of the Agreement.

### **28.1 Annual Leave**

- (a) Employees, other than casual Employees are entitled to 4 weeks (maximum – 152 hours) annual leave each year.
- (b) Employees who are full time Shiftworkers are entitled to 5 weeks annual leave per year.
- (c) Employees who have worked intermittently during the year as Shiftworkers are entitled to 4 weeks leave on ordinary pay, plus:
  - (i) one day for every 49 Shifts in the year for which the Employee was paid a Shift penalty, if the Employee has for the majority of the year been rostered for work on 19 out of every 20 working days, or
  - (ii) one day for every 52 Shifts in the year for which the Employee was paid a Shift penalty, if the Employee has for the majority of the year been rostered for work on 20 out of every 20 working days.
- (d) Annual Leave accrues on a pro-rata basis over a calendar year.
- (e) Employees may nominate to clear accrued annual leave by:
  - (i) Taking leave;
  - (ii) Accepting by written election a cash payment in lieu of excess accrued leave; or
  - (iii) A combination of these methods.
- (f) Annual leave rosters will be developed and posted no later than 1 September each year.
- (g) Annual Closedown in non-operational areas
  - (i) The Employer may close down operations in non-operational areas for the purpose of annual leave. In so doing the Employer must provide work for Employees with insufficient leave. Employees with insufficient leave may choose to take leave without pay.
  - (ii) A 'closedown' referred to in subclause 28(g)(i) will occur only once in a rolling 12 month period from the date of approval of the Agreement by the Fair Work Commission.
  - (iii) Where the Employer is informed of dates of the NSW Government Sector's annual Christmas Closedown, it will provide Employees with the

dates of its Closedown within a week of receiving the NSW Government sector notice.

- (iv) Subject to subclause (g) (iii) no less than one months' notice in advance of the first day of the closedown shall be provided.
- (v) The length of a closedown will not exceed the length of the closedown of the NSW Government Sector's annual Christmas Closedown.
- (h) Except where Employees are working to a roster they shall not be required to commence duty before 0600 on the day following the last day of their annual holidays.
- (i) Cashout of Annual Leave
  - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
  - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee; and
  - (iii) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.

## 28.2 Annual Leave Loading

- (a) Employees, including average pay infrastructure workers, will receive one of the following, in addition to payment for annual leave:
  - (i) 17.5% loading for non-Shiftworkers; or
  - (ii) 20% loading for Employees who work Shift work provided that more than 20% of ordinary time has been Shift, weekend or public holiday penalty time, for the previous calendar year prior to proceeding on leave.
- (b) Subject to sub-clause 28.2(c), Employees shall receive leave loading calculated on their salary, up to a maximum salary set out at item 1 of Schedule 1B.
- (c) Employees to whom Section 5 applies shall receive leave loading calculated on their salary, up to a maximum salary set out at item 2 of Schedule 1B.
- (d) Annual leave loading will be paid at the time of taking any approved annual leave, subject to any payments already made in recognition of this entitlement.

## 28.3 Accrual of Annual Leave

- (a) Except as provided for in sub-clause 28.3(b) an annual holiday is expected to be taken by an Employee and shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
- (b) sub-clause 28.3(a) will not apply where an Employee is accumulating annual holidays up to 40 days (50 days for Shiftworkers), for a special purpose. Examples of a special purpose are an overseas holiday or a family reunion.
- (c) Subject to sub-clause 28.3(b), Employees who have more than 40 days (50 days for Shiftworkers) of annual leave accrued are required to reduce the Employee's excess accrual down to 20 days (25 days for Shiftworkers). The

Employer will notify the Employee that they may reduce the excess leave to the required level by:

- (i) making a plan, suitable to the Employer, to take the excess leave in the following twelve months;
  - (ii) electing to cash out the excess leave; or
  - (iii) a combination of both.
- (d) The Employer may roster an Employee to take paid annual leave if the Employee has accrued, more than 40 days (50 days for Shift Workers/Average Pay Workers) paid annual leave and the Employer and Employee are unable to reach Agreement on reducing the leave. The Employer must give an Employee at least 28 days notice prior to the date the Employee is required to commence the leave.
- (e) Special circumstances may exist which may prevent leave being taken (eg. Operational requirements). In these instances, the Employer shall grant approval for untaken annual leave not to be taken for a limited time. This leave will need to be taken within the following year.

#### 28.4 **Sick Leave**

- (a) Sick leave on full pay accrues to an Employee at the rate of 15 days (maximum of 114 hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) Employees are required to provide medical certificates when sick leave:
  - (i) exceeds 2 consecutive working days;
  - (ii) joins a public holiday, day in lieu of bank holiday, or picnic day; or
  - (iii) occurs immediately before and after a Rostered Day Off (RDO) or Accrued Day Off (ADO) (including weekends for Monday to Friday workers).
- (c) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to a maximum of 6 days of total sick leave entitlements in any one year as uncertified absences.

#### 28.5 **Long Service Leave**

- (a) Employees are entitled to long service leave at the rate of 2 months pay after a period of 10 years continuous service and 15 calendar days pay for each subsequent year of continuous service thereafter.
- (b) Employees may apply to cash out long service leave entitlements. Cashing out expunges the leave entitlement.
- (c) If the services of an Employee with between 5 and 10 years of service are terminated for any reason other than serious and intentional misconduct or by the Employee on account of illness, incapacity or domestic or other pressing necessity, the Employee is entitled for 5 years' service to 1 month's leave on full pay, and for service after 5 years to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
- (d) An Employee who has acquired the right to extended leave with pay as specified above is entitled:

- (i) on the termination of the Employee's services to be paid the monetary value of that leave as a gratuity to which the Employee would otherwise have been entitled.
- (ii) on death, prior to having commenced or completed taking such leave, the spouse of the Employee, or if there is no spouse, the children of the Employee or if there is neither, the person who in the opinion of the Employer was at the time of death a dependant of the Employee, is entitled to receive the monetary value of the leave not taken less any amount paid to the Employee in respect of leave not taken or not completed.

## 28.6 Parental Leave

### (a) Definitions

For the purpose of this clause:

- (i) "Child" means a child, or children from a multiple birth or Placement.
- (ii) "Partner" includes a spouse, de facto partner, former partner or former de facto partner. The Employee's de facto partner means a person who is the Employee's partner, who lives with the Employee on a bona fide domestic basis although not legally married to the Employee.
- (iii) "Primary Responsibility" means the person who meets the Child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the Child. Only one person at a time can have primary responsibility for the Child.
- (iv) "Placement" includes placement of a Child through:
  - A adoption;
  - B surrogacy;
  - C permanent out of home care arrangements where the date of the guardianship or permanent placement order is on or after 1 October 2022.

### (b) Unpaid parental leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks' unpaid parental leave on a shared basis with their Partner in relation to the birth or Placement of their Child. Paid parental leave, annual leave and long service leave can be taken within the total period of unpaid parental leave but does not extend the 104 weeks' unpaid parental leave period.

### (c) Paid parental leave for a Child born or placed before 1 October 2022

- (i) An Employee who has, or will have, completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks' paid parental leave, as set out in this clause 28.6, provided the Employee has or will have Primary Responsibility for the care of their Child at the time of birth, adoption or surrogacy birth.
- (ii) Paid parental leave must be taken within 12 months from the date of birth, adoption or surrogacy birth.

- (iii) A pregnant Employee whose Child is stillborn, may elect to take the remainder of any paid parental leave entitlement. The Employee may also elect to take up to 12 months' unpaid parental leave.

*Paid other parent leave*

- (iv) An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:
  - A Up to 2 weeks' paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee's Partner); and
  - B Up to 12 weeks' additional paid parental leave within the first 12 months from the date of birth or adoption of the Child provided that the Employee assumes Primary Responsibility for the care of the Child during the 12 week period, and the Employee's Partner is not concurrently taking Primary Responsibility for the care of the Child.
- (d) Paid parental leave for a Child born or where the adoption or placement order is on or after 1 October 2022
  - (i) An Employee who has or will have completed not less than 40 weeks continuous service (at the expected date of the birth or time of Placement) is entitled to up to 14 weeks' paid parental leave.
  - (ii) The Employee must have or will have responsibility for the care of their Child. Both parents may have responsibility for the Child at the same time.
  - (iii) An Employee who meets the requirements of clause 28.6(d)(i) is entitled to an additional 2 weeks' bonus paid parental leave where each Partner has exhausted any paid parental leave offered by their employer.
  - (iv) An Employee who meets the requirements of clause 28.6(d)(i) and is a single parent or the Employee's Partner does not have access to employer paid parental leave, will receive an additional 2 weeks' bonus paid parental leave.
  - (v) Paid parental leave must be taken within 24 months from the date of birth or Placement.

*Concurrency of paid parental leave*

- (vi) Employees can request to take up to and including all paid parental leave concurrently with their Partner (except where both parents are Employees in the same workplace (either of Sydney Trains or NSW TrainLink) and operational requirements would prevent concurrent leave.
- (vii) Where operational requirements prevent concurrent leave and both parents are Employees in the same workplace (either of Sydney Trains or NSW TrainLink), up to 4 weeks' paid parental leave can be taken concurrently (unless the employer agrees to a request to take more than 4 weeks concurrent leave).

(viii) Applications and approval/refusal of parental leave requests are to comply with the applicable Policy/Procedure, as varied from time to time.

(e) **Simultaneous unpaid parental leave**

(i) Following the birth or Placement of a Child, parents may request up to 8 weeks' simultaneous unpaid parental leave. The request may only be refused on reasonable grounds. This period is inclusive of any other parental leave or concurrent leave referred to in clause 28.6(c)(iv) and 28.6(d)(iv-vi).

(f) **Special pre-term leave**

(i) Where an Employee or the Partner of an Employee gives birth to a pre-term Child (prior to 37 weeks' gestation), the parent with caring responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the Child up to the end of 36 weeks.

(ii) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with caring responsibility.

(iii) Where employees are in a couple, only one parent may access paid special pre-term birth leave.

(iv) Special pre-term leave will commence from the date the pre-term birth occurs and must be taken in one continuous block of leave at full pay up to the end of 36 weeks and not to be taken concurrently with any other form of leave available.

(g) **Miscarriage leave**

(i) Where an Employee or the Partner of the Employee miscarries, the Employee is entitled to five days' paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.

(ii) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

(h) **Fertility treatment leave**

(i) Fertility Treatment means the following assisted reproductive treatments: Intrauterine insemination (**IUI**), In vitro fertilisation (**IVF**) and Intracytoplasmic sperm injection (**ICSI**).

(ii) Where an Employee is absent from work to undergo Fertility Treatment, the Employee is entitled to up to 5 days' paid special fertility treatment leave per year. Paid special fertility treatment leave is not available to a Partner of a person undergoing fertility treatment.

(iii) Paid special fertility treatment leave is non-cumulative and can be taken in part-days, single days, or consecutive days, not to be taken concurrently with any other form of leave.

(i) **Transfer to a safe job**

- (i) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of parental leave.
- (ii) If the transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.
- (iii) For clarity, this sub-clause is subject to the provision of more beneficial entitlements to Employees under the *Fair Work Act 2009*.

(j) **Returning to work**

- (i) Following the birth or Placement of a Child, parents have a right to request to return to work on a part-time basis until the Child reaches school age. The request may only be refused on reasonable grounds.
- (ii) An Employee will be entitled to the position which they held immediately before proceeding on parental leave (excluding part-time work outlined at clause 28.6 (b)). In the case of an Employee transferred to a safe job, the Employee will be entitled to return to the position they held immediately before such transfer.

(k) **Evidence requirements**

- (i) Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable Policy/Procedure, as varied from time to time.

28.7 **Carers Leave**

(a) **Definitions:**

- (i) The Definition of an immediate family is:
  - A a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee;
  - B a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
  - C a partner of the Employee who is not a member of the same household.
- (ii) The Definition of de facto partner:
  - A Means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
  - B Includes a former de facto partner of the Employee.

- (iii) The Definition of a Member of the Employee's Household is a person living in the same residence as the Employee. For the avoidance of doubt, this includes a person that is not a relative of the Employee.

(b) **Paid Carers Leave**

- (i) An Employee, other than a Casual Employee, is entitled to use paid sick leave provided under sub-clause 28.4 for paid carer's leave.
- (ii) An Employee's entitlement to use paid sick leave provided under sub-clause 28.4 for paid carer's leave accumulates from year to year.
- (iii) An Employee may take paid carer's leave to provide care or support to a member of the Employee's immediate family or a Member of the Employee's Household, who requires care or support because of:
  - A a personal illness, or personal injury affecting the member;
  - B an unexpected emergency affecting the member; or
  - C the member having undergone surgery of any kind.
- (iv) An Employee may be required to provide evidence (for example, either a statutory declaration, a medical certificate or other documentation) that the leave was/is taken to provide care or support to a member of the Employee's immediate family, or a Member of the Employee's Household, because of:
  - A a personal illness, or personal injury, affecting the member
  - B an unexpected emergency affecting the member; or
  - C the member having undergone surgery of any kind.
- (v) In addition to paid carer's leave provided under sub-clause 28.7(b), the following types of paid leave may also be used by Employees as paid carer's leave:
  - A annual leave;
  - B accumulated public holidays; and
  - C long service leave.
- (vi) The entitlement to use other forms of paid leave provided under sub-clause 28.7 as paid carer's leave is subject to:
  - A compliance with the Employers procedures on sick and carer's leave in force at the time; and
  - B Employees being able to demonstrate if required, that they have the responsibility for care or support of the person concerned and that the leave is required for one of the reasons set out in sub-clause 28.7(b)(iii).
- (vii) The Employee will, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care or support and their relationship to the Employee, the reasons for taking carer's leave and the estimated length of the absence.

If it is not practicable for the Employee to give prior notice of the absence, the Employee will notify their manager in accordance with the requirements of the work location.

- (viii) Where the provisions of sub-clauses 28.7(b)(iv) and (vi) are not observed, the Employee will be deemed to be absent without leave.
- (ix) An Employee who takes any form of paid carer's leave will be paid at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

(c) **Unpaid Carer's Leave**

- (i) When paid carer's leave is not available an Employee is entitled to take:
  - A a single continuous period of up to 2 days unpaid carer's leave; or
  - B any separate periods to which the Employee and their manager agree.
- (ii) Additional unpaid carer's leave may be approved by an Employee's manager when other forms of paid leave are not available.
- (iii) An Employee may be required to provide evidence (for example, either a statutory declaration, a medical certificate or other documentation) that the leave was/is taken to provide care or support to a member of the Employee's immediate family; or a Member of the Employee's Household, because of:
  - A a personal illness, or personal injury, affecting the member;
  - B an unexpected emergency affecting the member; or
  - C the member having undergone surgery of any kind.

**28.8 Special Leave**

- (a) Special Leave is paid leave which enables Employees to participate in community activities, or to deal with public emergencies. It covers special situations not catered for by other forms of leave.
- (b) Special Leave does not accumulate from year to year and does count as service for all purposes. Public holidays are not re-credited if they fall during Special Leave.
- (c) **Blood Donations**

Special Leave, including travelling time, is granted to Employees who do not require a relief to donate blood. Employees are expected to attend the donation point nearest their work location.
- (d) **Bone Marrow Donations**

Employees are granted up to 5 days Special Leave to donate bone marrow.
- (e) **Court Appearances**
  - (i) Employees are granted Special Leave to attend court as official witnesses or private witnesses for the Police or the Crown. Travelling time and expenses are allowed if Employees are acting, as official witnesses in their capacity as an Employee.

- (ii) When acting as private witness for the Police or Crown, Employees may apply to the court for additional expenses incurred by them.
  - (iii) If Employees are called as witnesses for other than the Police or the Crown they are not entitled to Special Leave.
- (f) **Elections**
- (i) Employees appointed as Returning Officers by the State Electoral Office are eligible for up to 7 weeks Special Leave to carry out their duties.
  - (ii) Employees who seek election in local, state or federal elections are not eligible for Special Leave.
- (g) **Jury Duty**
- Employees on jury duty are entitled to Special Leave for the time they are at court. Where an Employee receives a fee for jury duty the Special Leave payment is the difference between the fee received and their ordinary rate of pay.
- (h) **Military Duty**
- Employees are entitled to Special Leave of up to 4 weeks each financial year if they are members of the Defence Force Reserve. The leave is provided for participation in military exercises and training.
- (i) **National Aboriginal and Islander Day of Commemoration**
- An Employee who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the Employee to participate in the National Aboriginal and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as agreed between the supervisor and the Employee.
- (j) **Natural Disasters**
- Employees who are unable to attend work because of a natural disaster (eg flood or bushfire) are eligible for Special Leave, if work was available. Employees must provide a statutory declaration as evidence of their inability to attend work (including details of alternative routes to work, if any).
- (k) **Compassionate/Bereavement Leave**
- (i) Compassionate/Bereavement Leave of up to 5 days or Shifts of leave is available to Employees on each occasion when an Employee's family member, or a member of the Employee's household:
    - A Contracts or develops a personal illness/injury that poses a threat to his or her life; or
    - B Dies.
  - (ii) The Employee must provide to the Employer satisfactory evidence of the personal life threatening illness/injury or death of the member of the Employee's family or household in order to receive payment for the leave taken.
  - (iii) Compassionate /Bereavement Leave may be taken as:
    - A a single continuous 5 day period; or

- B 5 separate periods of 1 day each, or
- C any separate periods of up to 5 days/Shifts subject to the manager/supervisor and the Employee's Agreement.

(iv) Employees, other than Casual Employees, will be paid at the Employee's base rate of pay. For Casual Employees, Compassionate /Bereavement Leave is unpaid.

(l) **Citizenship**

Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.

(m) **Transport Institute Band**

Members of the Transport Institute Band may be granted Special Leave to perform at official functions.

(n) **Olympic, Paralympic or Commonwealth Games**

Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.

(o) **Retirement Seminars**

Employees approaching retirement are entitled to one day's Special Leave to attend retirement planning seminars conducted by the Superannuation Administration Group t/as PILLAR Administration.

(p) **State Emergencies**

Employees may be granted leave to attend emergencies as a member of the State Emergency Services (SES) or a fire brigade. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency. An Emergency Services Supervisor or Fire Brigade Chief is eligible for up to 14 days Special Leave each year to attend training courses and conferences which are part of their SES or Fire Brigade duties, and must apply to their manager before they take leave.

## 28.9 **Unpaid Leave**

Employees who are yet to accrue or have exhausted paid leave entitlements can request unpaid leave which may be granted at the discretion of the Employer.

## 28.10 **Attendance Management**

(a) **Aim**

- (i) The attendance management procedure is aimed at assisting managers/supervisors in the management of total sick leave, single day sick leave and non-approved absences. This procedure has as its guiding principle the welfare of the Employee.
- (ii) This procedure recognises that many factors, other than genuine illness, may cause an individual to take sick leave, including family and financial commitments, drug and alcohol abuse and morale at work. These problems are more likely to be identified and resolved early if attendance is managed effectively.

**(b) Attendance Management Model**

**STEP 1: Increase Awareness and Monitor Absences**

- (i) The Employer will regularly communicate attendance requirements to Employees. The Employer will also regularly monitor attendance. Where an individual's attendance appears to be unsatisfactory, the Employer will discuss this with the Employee and will reinforce attendance requirements.
- (ii) Where appropriate, the Employer will refer the Employee to available support services such as the Employee Assistance Program.

**STEP 2: Formal Interview**

- (iii) If an Employee's attendance remains unsatisfactory, the Employer should arrange an interview in private with the Employee, who is to be advised that they may invite a support person to this interview. The discussion should be confidential, constructive and aimed at problem solving. Details of the interview should be documented, a copy given to the Employee and a copy placed on the Employee's personal file. The interview should aim to:
  - A Provide information/feedback on the Employee's attendance record.
  - B Discuss the issue with the Employee and establish the reason(s) for the unsatisfactory attendance.
- (iv) If the reasons for absences are determined to be unsatisfactory and are not supported by Medical Certificates or to the satisfaction of the manager then the Employer will:
  - A Reinforce what performance is expected of the Employee and set goals. These goals may include the Employee seeking assistance to address any underlying personal issues.
  - B Set another time to review attendance and let the Employee know that their performance will be monitored in the interim.
  - C Follow-up and counsel Employees who are poor attendees prior to any further course of action. Effective counselling is a means of improving an Employee's absence record and should be used to head off further action where possible.

**STEP 3: Attendance Management Program**

- (v) If attendance remains unsatisfactory and/or the Employee has had more than 6 occurrences of sick leave in a year without a medical certificate, the Employer will discuss the matter again with the Employee to reinforce the Employer's expectations and to assist the Employee to improve their attendance. The discussion should ideally develop solutions and gain the Employee's commitment to change. That commitment to change should include the performance levels expected of the individual. The Employee should be advised that they will be placed on an Attendance Management Program.
- (vi) Following this discussion, the Employer will provide the Employee a letter which outlines what is expected of them while on the Attendance

Management Program and the consequences of not meeting those expectations, as well as the assistance available to the Employee. The letter should also confirm that all future sick leave absences should be supported by a medical certificate and any future absences which are unsupported will not be approved as paid leave. The letter should indicate that any further instances of unsatisfactory attendance may result in disciplinary action.

#### **STEP 4: Unsatisfactory Attendance While On Attendance Management Program**

- (vii) Where the attendance standard is breached, the Employer will counsel the Employee, reinforcing expected attendance behaviour, identifying agreed solutions and gaining the Employee's commitment to improved attendance.
- (viii) If a further breach occurs within 12 months, the Employer will interview the Employee, who may have a support person present. The Employer will reinforce attendance expectations and provide a letter to the Employee, outlining those expectations.
- (ix) If a further breach occurs within 6 months of this interview, a final warning letter will be issued.
- (x) Should another breach occur within 6 months of this final warning letter being issued, the Employer will refer the matter for disciplinary action.

## **29 PUBLIC HOLIDAYS**

29.1 Employees, other than Casual Employees, are entitled, without loss of pay, to the following public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Sovereign's Birthday;
- (h) Labour Day;
- (i) Christmas Day;
- (j) Boxing Day;

or such other day as is generally observed in a locality as a substitute for any of the said days respectively.

29.2 In addition to the public holidays prescribed above, Employees other than Casual Employees are entitled to one additional day in lieu of bank holiday without loss of pay.

29.3 New Year's Eve shall be observed as the holiday, in lieu of the gazetted bank holiday date.

29.4 For the purposes of this Agreement:

- (a) Where Christmas Day falls on a Saturday or a Sunday, the following Monday and Tuesday will be observed as Christmas Day and Boxing Day respectively; or
- (b) Where Boxing Day falls on a Saturday, the following Monday will be observed as Boxing Day; or
- (c) Where New Year's Day falls on a Saturday or a Sunday the following Monday will be observed as New Year's Day;

and the said Saturday and/or Sunday will not be deemed to be holidays unless gazetted from time to time by the NSW Government.

29.5 Employees directed to work on public holidays, or the nominated day in lieu of the bank holiday are to be paid:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
- (b) an additional day's pay at ordinary rates. The Employee may elect to accrue this day in lieu of the additional day's pay subject to a maximum accrual of 8 days. These accrued days may be used or cashed out on application by the Employee.

The public holiday penalty provided for in sub-clause 29.5(a) is in addition to any overtime or penalty rate, provided no more than double time may be paid for hours worked on any portion of the Shift which falls on the public holiday or the nominated day in lieu of bank holiday (i.e. in no case shall the actual rate of pay exceed double time).

29.6 Employees retain the ability to split annual leave, including accrued public holidays. Any remaining public holidays accumulated during the same year will be cash paid in the same fortnight they are worked or cash paid when clearing annual leave for that year.

29.7 Where Employees are not required to work on a bank or public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

29.8 Shiftworkers will be able to accrue public holidays if the day falls on their rostered day off or book off days. Existing arrangements in relation to the 8 day limit per 12 months will apply.

29.9 The following Employees are entitled to public holidays gazetted as occurring on a Saturday in accordance with the provisions already outlined in this clause:

- (a) Train crew and NSW TrainLink On Board Services Staff who are performing duties consistent with their callings.
- (b) Employees whose ordinary hours provide for 5 or less Shifts each week and who are rostered to work part of their ordinary hours commencing on at least one Saturday in the pay period during which the holiday falls.
- (c) Employees whose ordinary hours provide for more than 5 Shifts in either week of the pay period in which the holiday falls.
- (d) Employees who perform work on a Saturday public holiday shall be paid Saturday penalty as well as the public holiday penalty subject to a maximum payment of double time for any part of the Saturday as is worked.

- 29.10 Employees are not entitled to a public holiday or day in lieu of bank holiday where it occurs under the following circumstances:
- (a) During approved leave of absence without pay exceeding one (1) month.
  - (b) Where an Employee is absent without leave on the last working day before and the first working day after the bank or public holiday.
  - (c) When an Employee is rostered to work on the holiday and is absent without leave.
  - (d) When an Employee is on strike or is suspended.
- 29.11 Public holidays occurring during the clearance of annual leave shall be treated as additional to the quantum of annual leave being cleared.

### **30 PICNIC DAY**

- 30.1 Where practicable an Employee will be granted a paid day's leave each calendar year to attend an approved picnic day, subject to the following.
- 30.2 Where an Employee is required by the Employer to work on this day they will be paid the value of the day in addition to working time for the day, providing proof of a previously purchased Picnic Ticket is given. An Employee may elect to accrue the day instead of payment providing the accumulated day is cleared by the 31 December in the following year. Uncleared Picnic Days will be paid out in the first available pay period on or after 31 December.
- 30.3 The Employer will require an Employee to provide evidence of attendance or desired attendance at the picnic. The production of the butt or picnic ticket number of a picnic ticket purchased will be sufficient evidence to satisfy this requirement. If the butt or picnic ticket number is not produced no payment will be made for the day nor will a day in lieu be granted.
- 30.4 An Employee who does not have a ticket for the picnic and is not required by the Employer to work in the area in which they are normally employed on the picnic day will be provided with alternative duties on that day and will not be entitled to a day's leave in lieu. Such duties are to be at the discretion of the Employer.
- 30.5 Employees shall have the right to attend the picnic of their choice, and must advise their supervisor/manager of the day on which the picnic occurs and seek approval for absence. It is the responsibility of each picnic committee to ensure suitable picnic tickets are made available to enable Employees to provide evidence that a picnic has been organised under the terms of this clause.

### **31 EMPLOYEE TRAVEL PASS**

- 31.1 Employees are entitled to travel passes pursuant to the terms and conditions expressed in the Employer's '*Employee passes booklet 2022*' except for:
- (a) Employees who have relinquished or elect to relinquish their travel pass entitlement as part of their remuneration arrangement; and
  - (b) Casual Employees.

### **32 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT**

- 32.1 The Employer will provide Employees in operational roles, e.g. train crew, on-board services station operations, maintenance and infrastructure Employees, with uniforms and where required, Personal Protective Equipment (PPE). These will be suitable and appropriate to the type of work activity being undertaken and the risks involved in those types of work activity. Without limiting the generality of this clause, as part of the Employer's uniform offering, the Employer will provide Employees the option of

wearing shorts and other uniform items suitable for hot weather conditions other than in circumstances where there is an unacceptable risk to safety.

- 32.2 Uniform and PPE, where required will be provided by the Employer, at no cost to the employee.
- 32.3 Reasonable alteration to the uniform and PPE for an Employees' individual needs will be undertaken by the Employer at no cost to the Employee where required.
- 32.4 Where a uniform, protective clothing or equipment is provided, it must be correctly worn or utilised while the Employee is on duty.
- 32.5 Employees will take reasonable care of uniforms, protective clothing or equipment which will remain at all times the property of the Employer. Worn or defective items of uniform, protective clothing or equipment must be reported to the applicable supervising officer.
- 32.6 The Employer will replace uniforms, protective clothing and equipment on a "fair wear and tear" basis.
- 32.7 If the Employer intends to make significant changes to uniforms and or protective clothing and equipment, it will undertake consultation in accordance with the provisions outlined in Clause 7 (Consultative Process).
- 32.8 Where Uniform Committees are established they will wherever practicable and subject to procurement rules consider procuring uniforms and PPE from Australian suppliers of Australian made uniforms and PPE.

### **Medical Requirements**

- 32.9 Where there is a medical requirement and it is needed for the task, prescription eye wear, alternate footwear or other specialty aids, devices and equipment will be provided to ensure control of safety hazards associated with the task.
- 32.10 Where the Employer cannot procure the item/s needed for medical requirements, the item will be obtained for the Employee in accordance with the relevant procedure.

### **Badges**

- 32.11 Employees may wear union badges or badges in support of a cause on their uniform or whilst at work (for example, badges in support of mental health, gender inclusion or breast cancer). Employees must not wear badges that reference a political party or political candidate whilst on duty. The badges must not obstruct the Employee in the performance of their duties and must not interfere with any protective clothing or equipment. The Employer may direct an Employee to remove badge/s that are inappropriate or offensive, or which poses a risk to health and safety.

## **33 DISCIPLINARY MATTERS**

- 33.1 Where, as an outcome of the Fair Decision Framework, an Employee is notified in writing that the matter will proceed to a disciplinary investigation, the following will apply as far as reasonably practicable:
  - (a) The health, safety and wellbeing of all Employees must be the first consideration when determining the appropriate method and process of disciplinary investigation.
  - (b) Where an Employee is required for a meeting in relation to disciplinary investigations:
    - (i) The Employee will be told the purpose of the meeting; and

- (ii) The Employee will be provided with a reasonable opportunity to have a support person present at the meeting. Up to 3 days will be given to enable the employee to have their preferred support person present at the meeting.
  - (c) Disciplinary investigation interviews with Employees will be called with a minimum notice period of 3 business days, unless a shorter notice period is agreed by the Employee, who has had time to seek advice in relation to the interview.
  - (d) Notice of disciplinary investigation interviews will be provided in writing and will include the following information:
    - (i) That the Employee has a right not to answer or respond to questions during the disciplinary investigation interview;
    - (ii) That the Employee has the right to have a support person present at the disciplinary investigation interview; and
    - (iii) The policies, procedures, rules or standards that may be referred to in the disciplinary investigation interview, that have not already been provided.
  - (e) Nothing in this sub-clause 33.1 prevents a Union from representing a union member in accordance with sub-clause 38.1(b).
- 33.2 Uncomplicated disciplinary investigations should generally be completed within 10 to 12 weeks from when an Employee is notified that an investigation is commencing. An uncomplicated disciplinary investigation is categorised as one where the timing is within management's control, including where management has engaged another person, another government agency or a third party to carry out the investigation.
- 33.3 Discipline matters relating to Employee behaviour or conduct are to be assessed in accordance with the Fair Decision Framework that is based on the principles of a just and fair culture.
- 33.4 From the commencement of this agreement, the parties commit to apply the agreed Fair Decision Framework (**FDF**) to all investigations. The implementation of the FDF will be underpinned by a training program that the Employer commits to providing to Employees required to apply the FDF. The parties will work collaboratively to develop, implement and support the training program. The Employer commits to full implementation of the FDF within 12 months of approval of this Agreement.
- 33.5 To support the implementation phase of the FDF during the first 12 months of this Agreement, the parties will implement an advisory group to support the investigation process until training has been implemented.
- 33.6 Where a safety investigation may lead to a disciplinary investigation, the safety investigation will be conducted concurrently or completed first. If the safety investigation is completed first, the length of the safety investigation will be considered when determining a reasonable timetable for a subsequent discipline investigation. The affected Employee will be consulted prior to a decision being made on which approach to adopt.
- 33.7 During the investigation period, an Employer Representative will update an Employee under investigation no less frequently than every two weeks as to the status of the investigation. As a minimum this update will include expected completion date (which may change from time to time) and a detailed reason for the change to the expected completion date. All updates will be provided in writing.
- 33.8 Where an investigation arises out of a complaint by another Employee, that Employee will also be advised of progress of the matter.

33.9 At the beginning of the investigation, the Employer will determine if an Employee is to remain at work on normal duty, placed in alternative duties, suspended with pay, reassessed and returned to normal duties, or suspended without pay for serious misconduct. Before making a decision to suspend an Employee, the Employer will consider if other work arrangements are appropriate, including allowing the Employee to remain at or return to normal duties or to place the Employee in an appropriate alternative position. For the avoidance of doubt there is a presumption that the Employee subject to investigation will remain at work on normal duty and that suspension will only be considered where it is necessary in the circumstances including, but not limited to, where there are concerns about:

- (a) the safety of others;
- (b) the Employee interfering with the investigation;
- (c) the Employee destructing or otherwise interfering with potential evidence; and
- (d) the Employee properly fulfilling their duties during the period of suspension.

Employees who are suspended with pay or placed in alternative duties will be a paid at least the amount set out in clause 11A.1 unless they are alleged to have engaged in serious misconduct. Serious misconduct is behaviour such as:

- (a) Wilfully causing serious and imminent risk to the health and safety of another
- (b) Theft, fraud or assault
- (c) Being charged with a serious criminal offence punishable by 6 or more months imprisonment

33.10 For the purpose of sub-clause 11A.1(a), specific circumstances are where an Employee engages in unreasonable actions. Where unreasonable Employee actions are demonstrated, the Employee will be paid their base pay. For the purpose of this clause, unreasonable action may include:

- (a) Failing to respond to disciplinary investigation in writing when requested with reasonable notice; or
- (b) Not providing required information that would assist the prompt resolution of the investigation in a timely manner once they become aware of it.

33.11 Eight (8) weeks from the Employee being notified that an investigation has commenced, the Employee will be notified if there is a likelihood that the investigation will exceed 12 weeks and the extent to which this is as a result of the complexity of the investigation. If the investigation is flagged as being complex, the Employee will be notified of the grounds and details of the complexity.

33.12 Twelve (12) weeks from the Employee being notified that an investigation has commenced, the relevant Director People & Culture is to advise the Employee in writing if the process is to extend beyond the 12 week anticipated time for the current stage to conclude and the reasons for any delays or anticipated delays. Delays should only result from circumstances outlined in clause 33.11. Where the delay is a result of complexity, the Employee will be notified with appropriate details of that complexity. Similar advice is to be sent each subsequent 6 weeks after the first advice.

33.13 Should an investigation extend beyond 12 weeks, the following will be undertaken:

- (a) An audit of the investigation process will be conducted;
- (b) An assessment as to whether there are any unnecessary delays and then addressing these delays as a priority;

- (c) An explanation will be provided on the grounds and details of the complexity, if this is an issue, and what will be done to address this;
  - (d) If a suspension is in place, determine whether it is warranted to continue and the reasons for such.
  - (e) If the Employee requests in writing that a copy of the explanation be provided to the Employee's union representative, it will be provided.
- 33.14 Where an Employee's period of suspension exceeds 17 weeks they will resume their duties at that point, unless the circumstances outlined below in sub-clause 33.15 are relevant.
- 33.15 The circumstances that may justify delay are exceptional in nature and include:
- (a) complex investigations (examples of this include where multiple jurisdictions are involved and a large number of witnesses that extend outside the rail entities);
  - (b) investigations being undertaken by external investigation bodies which do not include the bodies referred to in clause 33.1;
  - (c) the investigation of an alleged criminal offence by the police; or
  - (d) where delays result from the Employee's unavailability or own actions.
- 33.16 Employees have access to the current disciplinary appeals process in place at the time this agreement is made.
- 33.17 Disciplinary measures that may be taken after an investigation concludes in a finding of fault include:
- (a) caution or reprimand;
  - (b) a fine;
  - (c) reduction in position, rank or grade and pay;
  - (d) suspension from duty without pay; or
  - (e) dismissal.
- 33.18 Where the outcome of an investigation is that there is no case to answer or the allegations are withdrawn, a review will be undertaken within 4 weeks to ensure that no financial disadvantage occurs to the Employee when compared with the average pay over the 6 months before the investigation commenced (including overtime for all staff and mileage payments for train crew). Where the final outcome is deemed by management to be disproportionate to the financial disadvantage experienced by the Employee, the relevant Level 2 Manager will determine whether any further consideration should be given. Any decisions made under clause 33.13 will not be the subject to Clause 8 of the Agreement.
- 33.19 The following will apply in relation to the provision of information to Employees:
- (a) An Employee who is suspended will be provided with an explanation of why they have been suspended at the time of suspension.
  - (b) Where a letter of allegations is not provided to an Employee within 21 days of suspension, a written explanation setting out the reasons for delay in providing a letter of allegation will be provided to the Employee.
  - (c) An Employee subject to an investigation will be provided with a copy of the investigation report (as redacted by the Employer) at the time of a show cause letter being issued to the Employee. The Employee must keep the report

confidential. Only the Employee, the Employee's union representative and the Employee's legal advisor can have access to the investigation report.

- (d) Investigation reports will be redacted by the Employer to protect the privacy, safety and wellbeing of other people named in the investigation report, including the following information:
    - (i) names of people, only where there are concerns regarding the safety or wellbeing of that person;
    - (ii) personal information (including contact details) of people named in the investigation report; and
    - (iii) information regarding the grade of a named Employee.
  - (e) Information in investigation reports may also be redacted if it is considered by the Employer that the information is business confidential or critical information that is not publicly available or information that is not material to the investigation.
- 33.20 (a) The parties agree to meet quarterly to review the Fair Decision Framework. The review will consider the application, outcomes and recommendations in line with the parties commitment to ongoing continuous improvement.
- (b) A terms of reference that identifies the membership, scope and responsibilities will be implemented.

#### **34 DRUGS AND ALCOHOL TESTING**

- 34.1 The parties recognise the legislative obligations on the Employer to ensure the workplace is free from drugs and alcohol.
- 34.2 All Employees are to comply with:
- (a) the provisions of legislation relating to carrying out rail safety work free from drugs and alcohol;
  - (b) Employer initiated drugs and alcohol testing, and any associated programs (e.g. rehabilitation).
- 34.3 All Employees may be subject to random testing. Employees will also be tested where it is suspected that they are functioning or attempting to start work under the influence of drugs or alcohol. Similarly, Employees will be tested following any incident or accident. Employees who breach the Employer's standards or who refuse to agree to testing will be subject to counselling and/or disciplinary action.
- 34.4 The parties will, through the Peak Consultative Committee, monitor the implementation of the drug and alcohol testing programs, and the implications of any legislative amendments that may occur subsequent to the certification of this Agreement.

#### **35 WORKPLACE HEALTH, SAFETY AND ENVIRONMENT**

- 35.1 The work health and safety of all Employees, contractors, visitors and customers is the primary concern of the Employer. The parties to this Agreement share an ongoing commitment to promote and facilitate continuous improvement in the work health, safety and welfare of all Employees, contractors, customers and visitors, and nothing in this Agreement shall be designed or applied in ways that reduce or diminish this objective. Continuous improvement is achieved through progressively higher service offerings, processes and systems in health, safety and welfare, including:

- (a) A maturing safety culture; that is, a culture that places a high level of importance on safety beliefs, values and attitudes
  - (b) A fair and just culture
  - (c) A reporting culture (at all levels – workers and managers)
  - (d) Management of risks
  - (e) Clarity of roles, accountabilities, and responsibilities
- 35.2 In line with section 19 of the Work Health and Safety Act 2011 the Employer has a primary duty of care to the health, safety and welfare at work of all its Employees. Health means physical and psychological health.
- 35.3 The Employer will also monitor and seek to improve systems and processes to ensure that both its safety obligations and objectives of this Agreement are met. Safety obligations include statutory, regulatory and those agreed in this Agreement.
- 35.4 Employees must, while at work, take reasonable care that their acts or omissions do not adversely affect the health and safety of other persons.
- 35.5 Employees must, while at work, co-operate with any reasonable instruction, policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers.
- 35.6 Employees must bring to the notice of their supervisor or manager, any situation where they genuinely believe a risk of injury or damage exists with the protection of work health and safety “discriminatory conduct” provisions.
- 35.7 In alignment with relevant legislation and associated regulations, the Employer will continue to consult Employees on matters concerning workplace health and safety in accordance with WorkCover NSW endorsed Codes of Practice on Consultation to provide fair and effective workplace representation, consultation, co-operation, coordination and communication in relation to work health and safety. Note – consultation throughout the lifecycle of hazard/risk – i.e. early consultation at design phase.
- 35.8 The requirements under the Consultation Code of Practice will continue to apply where they are not inconsistent with, but additional to, the relevant legislation and associated regulations.

### **35A RISK ASSESSMENT PROCESS**

- 35A.1 The parties acknowledge that the Employer/s (individually, collectively, or through Transport for NSW and its agencies) undertake risk assessments to identify and manage risks/hazards and change in the broader context within and effecting the Employer/s.
- 35A.2 This clause applies to risk assessment processes (including in the design phase of a project) related to significant changes that involve rolling stock (including procurement) or involve significant alteration to rail infrastructure.
- 35A.3 Before commencing, updating, or reviewing a risk assessment to which this clause applies, the Employers will notify the affected Union of their or Transport for NSW’s intention to undertake that risk assessment process.
- 35A.4 Once notified, the affected Union will have the right to nominate a representative with appropriate expertise to participate in the risk assessment process until its conclusion.

- 35A.5 At the conclusion of the risk assessment process, the affected Union will be provided with a copy of the risk assessment. The affected Union will then be given 7 consecutive days to provide feedback in writing for consideration by the Employer. Following the consideration of the Employer, either the affected Union or Employer/s may refer a matter relating to the risk assessment to a mutually agreed third party.
- 35A.6 Any order, determination, or other decision of an agreed third party in respect of a dispute under this clause is binding on the parties by operation of this clause to the extent it is consistent with both the Work Health and Safety Act 2011 (NSW) (WHS Act) and the Rail Safety National Law.
- 35A.7 If a third party cannot be agreed, then the parties agree to follow the process set out in the WHS Act.
- 35A.8 Until the dispute referred to in this clause is resolved, the status quo will apply as defined in clause 8.4 of this Agreement.

### **36 INSURANCE COVER FOR ACCIDENTS**

- 36.1 The parties agree to establish a joint working party to consider arrangements to implement Employee funded insurance for the following:
- (a) Accident pay and compensation;
  - (b) The coverage of medical expenses; and
  - (c) Associated legal costs.
- 36.2 The working party will include Employer, Employee and Union representation and will initially meet to set an agreed timeframe for the consultative process to be completed.
- 36.3 Following the completion of the consultative process, the working party will make a recommendation to the Chief Executive.
- 36.4 Following approval of a proposal by the Chief Executive, the Employer's usual procurement processes will be utilised to select a provider of appropriate insurance services. Subject to any special requirements of the insurer, the insurance arrangements will then be provided to all Employees through payroll deductions, however individual Employees may decline the insurance arrangements by written direction to the Employer. An Employee who has declined the insurance may, at a later date and subject to the Insurers requirements, apply to be covered by the insurance arrangement and participate through payroll deductions.

### **37 HEALTH STANDARDS**

- 37.1 Rail safety worker Employees are required to attend health assessments, any tests and/or follow-up medical assessments necessary to determine their fitness for rail safety work in a timely manner. This clause shall apply to any Employee who may be directed to perform work falling within the definition of rail safety work covered by the National Standards for Health Assessment of Rail Safety Workers.

#### **Employer mandated testing**

- 37.2 The Employer shall be responsible for the costs of all medical tests, including specialists, where such tests are undertaken at the Employer's direction. Such costs will be paid up to the time the Employee is determined fit or unfit for duty.
- 37.3 Medical tests will be undertaken during working time. Should an Employee be required to undergo a medical test outside their ordinary working hours, or a medical test extends beyond the rostered ordinary hours, then they will be entitled to payment under the applicable provisions of this Agreement for the additional time incurred.

- Employees will, where entitled, be paid for travelling time in accordance with relevant provisions.
- 37.3A Where an Employee is determined as temporarily unfit for their normal duties as a result of a Periodical Health Assessment and is being provided suitable alternate duties, the Employee will be released from their alternative duties for a reasonable time to travel to and from and attend the scheduled follow up medical assessment.
- 37.4 Where an Employee is determined by Employer mandated testing as temporarily unfit for their normal duties, the Employer will attempt to provide the Employee suitable alternate duties. Where an Employee is determined by periodic health assessment to be temporarily unfit for their normal duties and is undertaking suitable alternative duties, the Employee will be paid in accordance with clause 11A.1(c) for a period of up to 6 months or the rate of pay for their substantive classification or the rate of pay for the classification into which they have been temporarily placed, whichever is the more favourable.
- 37.4A **Self Identification of Medical Condition ahead of Periodical Health Assessment**
- (a) Where a Category 1, 2 or 3 Rail Safety Worker has been diagnosed with a condition that is covered by the relevant part of the National Standard for Health Assessment of Rail Safety Workers (**NSHARSW**) and requires further investigation or a specialist report, the Employee may be directed to provide to the Chief Health Officer the results of such investigation or a report from their specialist to the Chief Health Officer and/or may be required to attend a Rail Safety Health Assessment.
- (b) If as a result of that specialist investigation /report or that Rail Safety Health Assessment, the Employee is determined under the NSHARSW as temporarily unfit, subject to the requirement of sub-clause 37.4 payment will be made from the period that the Employee was found to be temporarily unfit under the National Standard.
- (c) Where an Employees' treating medical practitioner certifies that the Employee may have a condition under the NSHARSW, but diagnosis requires further testing or investigation, the issue may be referred to the Chief Health Officer to determine the Employee's fitness in the interim period until there is a diagnosis. If the Chief Health Officer recommends that the Employee is temporarily unfit under the NSHARSW, subject to the requirements of sub-clause 37.4 payment will be made from the period that the Employee was found to be temporarily unfit under the NSHARSW.
- (d) Where as a result of the provision of the diagnosis referred to in (a) or (c) there is a question as to the Employees fitness for duties under the relevant Category, advice of fitness for other relevant duties will be sought from the Chief Health Officer.
- 37.5 All payments will be subject to the Employee's compliance with an approved return to work arrangement.
- 37.6 Where an Employee is determined by medical advice as permanently unfit for their normal duties, the Employer will attempt to place the Employee into a suitable alternate position and the Employee will thereafter be paid the rate of pay of the position into which they have been placed. Alternatively, if no suitable alternate positions are available, medical retirement procedures will commence. The Employee will be able to use their sick leave entitlements, annual leave and long service leave accruals prior to the medical retirement taking effect.
- 37.7 Where Employees are identified through medical assessments as being temporarily unfit for duty, and medical advice is that this is due to factors under their control, e.g. weight, the Employer will pay for gym costs as approved, to correct the Employee's condition, subject to an approved rehabilitation/return to work plan.

## **Prevention and self-management of health and well-being**

- 37.8 It is recognised that a preventative approach to developing and maintaining health and well being is a positive approach for Employees and the Employer. Accordingly, the following proactive approaches to maintaining health and well being will be implemented:
- (a) The Employer is committed to the Health and Wellbeing Program and will continue to provide health promotional activities, e.g. health fairs, at locations where a majority of Employees can benefit. Employees will be eligible to attend a health fair on a yearly basis.
  - (b) Employee attendance at these activities will be voluntary and the Employer will, subject to operational requirements, release Employees to attend during their normal working time, subject to the Employee(s) having obtained their supervisor's approval and there being no resulting disruption at the workplace.
  - (c) Where release in working time is not possible, the Employer will pay an Employee up to one (1) hour in total for travel and attendance where he/she attends a health fair in their own time at single rates. In major operational locations (e.g. Central) the Employer will extend the hours of availability of health fairs to 12 hours per instance.
  - (d) To assist Employees who self-identify with a drug or alcohol problem, the Employer currently provides counselling and rehabilitation support via approved external agencies. In addition to this support, the Employer is prepared to pay up to an additional \$200 to further assist with the costs of their rehabilitation program where required, subject to an Employee complying with a rehabilitation plan approved by the Employer.
  - (e) While an Employee undertakes a rehabilitation plan, the Employer will provide up to 6 months support, with up to 3 months at Master Roster rate or normal working arrangements and the remainder at base pay, subject to an approved rehabilitation plan.

## **38 UNION RIGHTS**

### **38.1 Union delegates**

- (a) The Employer will recognise Union delegates.
- (b) The Employer acknowledges that Union delegates represent and speak on behalf of 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 Procedure contained within this Agreement.
- (c) Accordingly the Employer will allow Union delegates reasonable time during working hours to perform the duties listed below:
  - (i) represent members in bargaining;
  - (ii) represent the interests of members to the Employer and industrial tribunals including time to prepare any documentation;
  - (iii) participate in consultations;
  - (iv) consult with union members and other Employees for whom the delegate is a representative; and
  - (v) place union information on a union noticeboard in a readily accessible and visible location.

- (d) For the purpose of the items listed in sub-clause 38.1(c) union delegates will be provided with reasonable access to relevant information.
- (e) Where management calls a meeting, including meetings under the Dispute Settlement Procedure, and requires Union delegates to attend, they will be paid any travel and/or accommodation costs necessarily and reasonably incurred.
- (f) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.

#### **38.2 Union delegates' access to the Employer's facilities**

- (a) 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 Union delegate and consulting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice case for the display of authorised material in each workplace in a readily accessible and visible location.
- (c) The Employer provides the above facilities (including access by a Union delegate to Employees) provided usage pertains to the relationship between Employer and Employees, and on the basis that they are reasonable and do not unduly interfere with the Union delegate's primary duties as an Employee – unless such interruption is authorised by management on site.

#### **38.3 Union meetings**

- (a) Subject to operational requirements and the prior approval of the Director Employee Relations or Director People & Culture, the Union may convene a meeting of Union members at the workplace.
- (b) Meetings are to be timed so as to minimise inconvenience for all parties.

#### **38.4 Union delegate training leave**

- (a) Union delegates shall be entitled to up to 6 days of training, subject to the approval of the Director of Employee Relations which are directed at the enhancement of the skills and effectiveness of Union delegates.
- (b) Attendance at training shall be arranged having regard to the operational requirements of the business so as to minimise any adverse effect on those requirements.
- (c) Approval for training shall not be unreasonably withheld.
- (d) Attendance at training shall be paid, for each full day of Union delegate training, at the base rate (i.e. excluding extraneous payments such as Shift allowances or penalty rates and overtime).
- (e) Attendance at training pursuant to this clause shall count as service for all purposes of this Agreement.
- (f) Subject to operational requirements the Employer will be prepared to grant union delegates reasonable paid time off to attend Union meetings and conferences. Union 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.

- (g) Special paid leave will be granted to Employees who are delegates to attend their Union's National Council, National Executive, State Council, State Executive, Divisional Committee and Unions NSW Annual Conference.
- (h) If attending a Peak Consultative Committee meeting of the Employer on a book-off day or non-rostered shift, Union delegates will be paid for the attendance at the meeting.

### **38.5 Union meetings during Public Crisis**

- (a) For the purpose of this clause, Public Crisis means a natural disaster as declared by the NSW or Federal Government or health pandemic as declared by the World Health Organisation and which has a direct impact on residents of New South Wales.
- (b) The Employer will notify relevant Unions that a Public Crisis has been triggered as soon as practicable (within 24 hours).
- (c) During a Public Crisis, a Union may convene meetings with its Union members at the workplace to discuss matters relevant to the Public Crisis. The Employer recognises that these meetings may need to be arranged as a matter of urgency. Meetings must be approved by the relevant Level 2 Manager and Director Employee Relations. The meeting will occur as soon as practicable following a Union request to hold the meeting taking into account the urgency of the matter and operational requirements.

## **39 DOMESTIC AND FAMILY VIOLENCE –**

### **39.1 General Principle**

- (a) The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.
- (b) The Employer recognises that the issue of Domestic and Family Violence is undergoing continuous improvement and reform. During the life of the Agreement, if the NSW Government changes its policy in relation to Domestic and Family Violence, and the new policy or entitlement is greater than or more favourable than an existing clause in the Agreement, the Employer will apply the more favourable position.

### **39.2 Definition of Domestic and Family Violence**

- (a) For the purposes of this Agreement, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
  - (i) physical and sexual violence
  - (ii) verbal abuse and threats
  - (iii) emotional and psychological abuse
  - (iv) financial abuse

- (v) social isolation
  - (vi) stalking
  - (vii) intimidation
  - (viii) technology facilitated abuse
  - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

### 39.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- (i) subject to clause 39.3(a)(ii), respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 39.5 or otherwise) and any associated communication about these supports;
  - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
  - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
  - (iv) recognise the Employee's right to confidentiality, as outlined in clause 39.6, except in instances where the safety of Employees (including other Employees not directly experiencing domestic or family violence) must be prioritised;
  - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
  - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
  - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
  - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
  - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.

- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
  - (i) support Employees to access evidence-based behaviour change supports
  - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

#### 39.4 **Leave**

- (a) Full Time, Part Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid Special Leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) This leave will assist Employees to:
  - (i) attend medical, counselling, case management, legal, police and other support services,
  - (ii) organising alternative care or education arrangements for their children,
  - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence,
  - (iv) allow time for the employee to seek alternate or safe accommodation, and
  - (v) other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (c) This leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (d) Paid Special Leave for domestic and family violence will be paid at the Employee's full rate of pay, worked out in relation to the period as if:
  - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
  - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (e) Given the emergency context in which this leave may need to be accessed, Employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing leave applications, the Employer needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require evidence.
- (g) An Employee who supports a member of their immediate family or a member of the Employee's household experiencing domestic or family violence may use

carers leave to support the person in the establishment of safety and recovery. This may include but is not limited to, accompanying them to legal proceedings, counselling or appointments with a medical or legal practitioner, to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

### 39.5 **Workplace Domestic and Family Violence Support**

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for:
  - (i) changes to their span or pattern of hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment with the Employer;
  - (iv) a change to their telephone number and/or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
  - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 39.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

### 39.6 **Protecting the confidentiality of Employees experiencing domestic or family violence**

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
  - (i) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
  - (ii) not store or include any information about the following matters on the Employee's personnel file or payslip:
    - A the Employees experience of domestic or family violence
    - B special leave accessed for the purpose of domestic and family violence leave in accordance with clause 39.4(a)
    - C supports provided by the Employer (under clause 39.5 or otherwise).

- (c) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 39.4, 39.5 or otherwise), can only be accessed by the Executive Director, People and Culture Business Partnering.
- (d) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
  - (i) any steps that the Employer must take to ensure the safety of all Employees
  - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in clause 39.6(d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the Employee to take practicable steps to minimise any associated safety risk.

## **39A PREVENTION OF WORKPLACE SEXUAL HARASSMENT**

### **39A.1 General principles**

The Employer recognises that sexual harassment in the workplace may have a significant impact on an Employee's health, safety and wellbeing. The Employer is committed to taking reasonable steps to prevent and respond to workplace sexual harassment, and support Employees who witness or experience workplace sexual harassment in a manner that takes into account the trauma experienced by the Employee.

### **39A.2 Definition of sexual harassment**

For the purpose of this Agreement, sexual harassment is defined with reference to section 28A(1) of the Sex Discrimination Act 1984 (Cth) (as amended from time to time), as when a person makes or engages in:

- (a) an unwelcome sexual advance, or an unwelcome request for sexual favours; or,
- (b) other unwelcome conduct of a sexual nature

towards another person (the person harassed), in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated the possibility that the person harassed would be offended, humiliated or intimidated.

### **39A.3 Reports and complaints**

- (a) An Employee who experiences or witnesses workplace sexual harassment may report the incident to a manager or to a People and Culture Representative or through other reporting pathways available.
- (b) The Employer will take reasonable steps to provide information about available reporting and complaint options in writing, such as in a policy or procedure.
- (c) The Employer will provide an Employee who makes a complaint with a contact person. The contact person will provide the Employee and any other person the Employee nominates with details of the different stages of the complaint process, and regularly update the Employee on the progress of their complaint.

### **39A.4 Support for individuals experiencing or witnessing workplace sexual harassment**

- (a) An Employee who reports that they have experienced or witnessed workplace sexual harassment may be offered:
  - (ii) access to the Employee Assistance Program (EAP), and
  - (iii) information about other available support and referral services.
- (b) To support the health, safety and wellbeing of an Employee who has reported experiencing or witnessing workplace sexual harassment, the Employer will approve reasonable requests from the Employee for:
  - (i) changes to their span of hours or pattern of hours and/or shifts;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment within the Employer;
  - (iv) a change to their work telephone number or email address to avoid harassing contact; or
  - (v) any other appropriate measures that support the health, safety and wellbeing of the Employee making the request.

**39A.5 Principles for the investigation and management of complaints of workplace sexual harassment**

In investigating and managing complaints of workplace sexual harassment the Employer will take reasonable steps to:

- (a) acknowledge the impact of trauma on an Employee who has witnessed or experienced workplace sexual harassment
- (b) prioritise the safety of the complainant and all Employees, in the conduct of any investigation and the implementation of any determination
- (c) provide wellbeing support to Employees, as outlined in clause 39A.4
- (d) recognise the importance of Employee confidentiality
- (e) ensure that appropriately experienced individuals are involved in processes dealing with workplace sexual harassment
- (f) addressing complaints in a timely and objective manner provide information to Employees who make complaints and any other representative that they nominate as to the outcome of their complaints, while respecting the confidentiality and privacy of all involved.

**39A.6 Prevention of workplace sexual harassment**

The Employer will take appropriate and reasonable steps to prevent workplace sexual harassment by:

- (a) providing Employees with training that is regularly reviewed, both at the point of induction and ongoing, on the prevention of, and appropriate responses to workplace sexual harassment; and
- (b) developing training and/or guidance material for managers and leaders on respectful workplace behaviours, with a focus on the prevention of workplace sexual harassment; and .

- (c) engagement with Union representatives on the effectiveness of prevention and response initiatives

## 40 ACCRUED DAY OFF

### 40.1 Clearance

ADOs will be cleared in one of the following ways:

- (a) Method A – By fixing one (1) weekday as an ADO on which all Employees will be off duty during a particular work cycle at a specific work location.
- (b) Method B – By rostering Employees off work on various days of the week during a particular work cycle so that each Employee has a day off duty when working in accordance with an average weekly hours system.
- (c) Method C – Where work requirements preclude Employees from clearing an ADO in accordance with Method A or Method B above, and where mutual Agreement is reached, Employees shall be entitled to accumulate up to a maximum of 5 ADOs to be cleared either singularly or in a “block” at the discretion of the Employer, provided that such arrangement will not incur additional costs to the Employer by reason of providing relief or the working of overtime. Requests by Employees to clear ADOs in a block will not be unreasonably refused by the Employer subject to genuine business and operational requirements.

### 40.2 General

The ADO shall be of at least 24 hours duration (for NSW TrainLink, with the exception of "train crew" who will retain the conditions outlined within Section 2 of the State Rail Authority of NSW Stable Rostering Code 1987), with every effort being made to permit a period of 32 hours between the time the Employee signs off until the Employee signs on again for ordinary hours of duty.

### 40.3 Working on an ADO

- (a) An Employee who works on an ADO shall be provided with an agreed day off in lieu in the same cycle or the following cycle. The day is to be determined before the ADO is worked.
- (b) Where the necessity to work an ADO is a result of an 'emergency' the agreement as to a day off in lieu may be reached subsequent to the working but is to be in the same or following cycle.
- (c) This sub-clause does not apply to Train Crew, On Board Services Employees or Operational Wages Employees who are paid in accordance with excess Shifts principle.
- (d) If the Employer is unable to provide a day off in lieu then normal overtime rates shall apply.

## 41 EMPLOYEE ASSISTANCE FOLLOWING A CRITICAL INCIDENT

41.1 Employees may experience differing levels of exposure to a Critical Incident. The differing levels of exposure to a Critical Incident are:

- (a) **Directly Involved:** those Employees who were directly involved in or directly witnessed the Critical Incident at the time of its occurrence, e.g. a driver or guard who were crewing a train that struck a person or involved a near miss.
- (b) **Exposed:**

- (i) Employees who may be present at the scene of the Critical Incident either during or after the incident.
- (ii) Employees who witness the outcomes of a critical incident in a secondary capacity, e.g. where required to review CCTV footage of the incident.

41.2 The Employer may request relevant information to validate an Employee's level of exposure to a Critical Incident.

41.3 The Employer is committed to supporting its Employees who have been Directly Involved in or Exposed to a Critical Incident in the workplace. Following a Critical Incident, the Employer will facilitate support for the affected Employee/s.

41.4 Employees Directly Involved or Exposed to a Critical Incident will have access to the level of support and leave necessary to facilitate their recovery. The levels of exposure to a Critical Incident may help to inform the level of support and leave to which an Employee needs access. The assessment of support to be provided is to be undertaken by a trauma professional.

41.5 Post Critical Incident support service is to be provided by specialist psychologists in a manner deemed appropriate for the affected Employee.

41.6 Where an Employee has experienced a Critical Incident (as defined) the Employer shall ensure that the following principles are applied:

- (a) Effective relief is provided to Employees Directly Involved as soon as practicably possible after a Critical Incident
- (b) Psychological First Aid is to be available to Employees Directly Involved or Exposed to the Critical Incident
- (c) Critical Incident Support is to be available by specialist psychologists through an Employee Assistance Program
- (d) Employees will be provided with a structured Return to Work process incorporating a Peer Support model.

## **42 HOME DEPOT/STATION**

All Employees shall be allotted to a location which for the purposes of this Agreement shall be their "home depot".

## **43 WEEKEND PENALTIES**

### **43.1 Saturday Time**

All ordinary hours worked on a Saturday shall be paid at the rate of time and one half.

### **43.2 Sunday Time**

All ordinary hours worked on a Sunday shall be paid at the rate of double time.

## **44 FLEXIBILITY PROVISIONS**

44.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement where that arrangement relates to issues about when work is performed.

44.2 This agreement may be reached only if:

- (a) The arrangement meets the genuine needs of the Employer and the Employee in relation to when work is performed;

- (b) The arrangement is genuinely agreed to by the Employer and the Employee;
- (c) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the Fair Work Act 2009 (Cth);
  - (ii) are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement were made.

44.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing;
- (b) includes the name of the Employer and the Employee; and
- (c) is signed by a Management representative of the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee.

44.4 Individual flexible arrangements must include details of:

- (a) the terms of this Agreement that will be varied by the arrangement;
- (b) how the arrangement will vary the effect of the terms;
- (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (d) states the day on which the arrangement commences.

44.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

44.6 The Employer or the Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and the Employee agree in writing at any time.

## **45 PAYROLL DEDUCTION**

45.1 On written authority of an Employee, the Employer will deduct Union dues from Employees' salaries and remit them to the nominated Union(s) in a timely manner and at no cost to the Employee or the Union, subject to the Union(s) compatibility with the Employers' administrative procedures and systems, for example a Union(s)' ability to accept electronic funds transfer.

45.2 The periodical deductions from the Employee's pay for union dues will be detailed on the Employee's pay slip for that period.

## **46 CONTRACTORS, SUPPLEMENTARY LABOUR AND OUTSOURCING**

### **46.1 Definitions**

- (a) **Contractors** – organisations that provide services to the Employer on a fee for service basis.

- (b) **Supplementary Labour** – labour sourced by the Employer from providers to supplement its permanent workforce.
- (c) **Project Work** – work undertaken on limited duration projects.
- (d) **Outsourcing** – tendering of work undertaken by Employees at the time of tendering to service providers.

#### 46.2 **Use of Contractors and Supplementary Labour**

- (a) The Employer will use direct permanent employment as the preferred and predominant employment option within the organisation.
- (b) Contractors and Supplementary Labour may be used in circumstances including, but not limited to:
  - (i) when specialist skills are required or where there is a need to work on specialist equipment;
  - (ii) where there are non core skills and/or work to be performed;
  - (iii) where there are limited duration projects;
  - (iv) where there are warranty obligations that require external parties to undertake work;
  - (v) during special events; or
  - (vi) in the event of an emergency to address an immediate need.
- (c) Where it is proposed by the Employer to reduce staffing levels in a work group in which permanent Employees and Contractors and/or Supplementary Labour are engaged to undertake the same ongoing work, priority will be given to reducing Contractors and Supplementary Labour prior to abolishing permanent positions. If the Unions have any concerns about the application of this clause it can be raised in the consultation process referred to in clause 46.4.

#### 46.3 **Outsourcing**

- (a) The Employer will maintain current arrangements in other areas including Stations, Crewing, Operation, and Rollingstock Maintenance. Where a change to the current arrangement is proposed by the Employer the provisions of Clause 7 (Consultative Process) of the Agreement will apply.
- (b) Where the Employer proposes to outsource work undertaken by existing Employees at the time of outsourcing, the Employer will:
  - (i) Consult with relevant parties to this Agreement;
  - (ii) Provide reasons for the proposal to outsource;
  - (iii) Provide full details of the work to be outsourced;
  - (iv) Provide details of the numbers of Employees affected by the proposal to outsource; and
  - (v) Provide proposed timeframes for the outsourcing to take place.

#### 46.4 Consultation

- (a) Consultation on the use of Contractors and Supplementary Labour will occur through a committee that will meet once every 2 months or as otherwise required with the functions as outlined in this clause and will also look at:
  - (i) The regularity of peak committee meetings and time devoted to this topic;
  - (ii) Identifying Contractors involved in Supplementary Labour;
  - (iii) The ability to properly consider effectiveness and quality issues;
  - (iv) The adequacy of relevant processes before the external market is accessed.
- (b) The parties will discuss matters relating to Contractors and Supplementary Labour such as, health and safety, including fatigue management, level of use, available alternatives, compliance with standards and qualifications, the application of this agreement and monitor implementation of the Employer's obligations.
- (c) The following information will be presented by the Employer:
  - (i) Retrospective quarterly data on the number of Supplementary Labour engagements
  - (ii) Any known future engagements of Contractors and Supplementary Labour over and above regular engagements in the upcoming quarter
  - (iii) A list of any identified roles that can be made permanent in-house roles
  - (iv) A list of roles and the number of those roles that have been converted to in house roles
  - (v) Information about any project works that were added post-capacity planning, for the purposes of Sydney Trains' annual works, that have been awarded through the Master Services Agreement contracts.
  - (vi) Data may include relevant matters such as
    - A Type of work
    - B Scope of work
    - C Name of suppliers
    - D Location of work
    - E Qualifications of contractors
    - F Health and safety issues
    - G Timeframes
- (d) Where agreed the committee shall request an audit of existing practice where concerns are expressed and substantiated.
- (e) Notwithstanding the above quarterly consultation process, Employees and Unions may raise concerns with the Employer at any time.

- (f) This sub-clause applies to Sydney Trains only. Sydney Trains will organise an annual meeting of the peak committee to discuss capacity planning for the annual works to be undertaken by the Employer in the subsequent year. The purpose of the meeting will be to consult on the outcome of the capacity planning and the business rationale for the works that will not be undertaken by Sydney Trains employees and that are proposed to be awarded through the Master Services Agreement contracts. The meeting will be scheduled as part of the annual capacity planning process and before the contracts under the Master Services Agreement has been issued. Consultation will be completed within 10 calendar days.

#### 46.5 **Safety**

Contractors and Supplementary Labour will be required to comply with relevant Employer safety specifications and undertake site inductions.

#### 46.6 **Disputes**

Where disputes arise about the use of Contractors and Supplementary Labour or outsourcing, these matters will be dealt with in accordance with Clause 8 (Dispute Settlement Procedure).

- 46.7 All Contractors and Supplementary Labour providers are required to comply with workplace obligations, including the provisions of all applicable industrial awards and approved agreements.

### 47 **TRANSFER ALLOWANCES**

#### **Transfer/Resettlement at the Initiative of the Employer**

##### 47.1 **General**

Where an Employee has been appointed or redeployed into a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving. Employees may be reimbursed as these expenses are incurred.

##### 47.2 **Pre Location Visit**

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights accommodation, excluding travel time, hire car expenses if incurred, all meals according to the Travel and Incidental expenses of the Agreement. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

##### 47.3 **Removal Costs**

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoors such as play equipment, garden tools, portable Barbeque and small garden shed. The relevant Executive Director, or for NSW TrainLink, a Level 2 Manager or their nominee, may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

#### 47.4 **Storage**

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant Level 2 Manager's, or for NSW TrainLink, a Level 2 Manager or their nominee, approval, the Employer will reimburse the storage costs of certain effects for up to one year.

#### 47.5 **Travel To New Location**

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

#### 47.6 **Temporary Accommodation**

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to the relevant Level 2 Manager's, or for NSW TrainLink, a Level 2 Manager or their nominee, approval, and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to the relevant Level 2 Manager's, or for NSW TrainLink, a Level 2 Manager or their nominee, approval and is limited to a period of 14 days.

#### 47.7 **Resettlement Leave**

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

#### 47.8 **Permanent Accommodation**

##### (a) **Home Rental (Bond)**

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

##### (b) **Home owner**

- (i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance Employees must sell their current property and purchase a new property at the new location within 12 months of the move.
- (ii) The following sales costs will be reimbursed:
  - A selling agent's commission, except for an unsuccessful auction;
  - B marketing costs;

- C solicitors/conveyancing costs and disbursements;
- D mortgage discharge or penalty exit fees up to a maximum of six months interest;
- E if a solicitor/conveyancer was not engaged, the actual costs incurred with the sale of the dwelling; and
- F if a selling agent was not engaged, expenses incurred in advertising up to a maximum of 10% of the commission that would otherwise have been payable.

(iii) The following purchase costs will be reimbursed:

- A solicitors' conveyancing professional costs and disbursements;
- B valuation fees and stamp duty;
- C if Solicitor/Conveyancer was not engaged, expenses incurred in connection with settlement expenses;
- D mortgage setup fees; and
- E expenses incurred in relation to housing loan insurance, building inspection and pest inspection.

(iv) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

## **47A ELECTRICAL SAFETY ALLOWANCE**

47A.1 The following clause 47A applies to Sydney Trains only.

47A.2 An Employee will be eligible for the Electrical Safety Allowance (ESA) in accordance with sub-clause 47A.3, if the Employee meets each of the following:

- (a) maintains current knowledge of Electrical Safety including the relevant training and assessment as determined by schedule 1D;
- (b) provides the Employer with evidence of their attainment of the relevant certification where not issued by the Employer or recorded in the Employer's enterprise systems; and
- (c) works, supervises, or directs work in accordance with Sydney Trains Electrical Safety Systems.

For the avoidance of doubt, an Employee must continue to satisfy all of the requirements set out in this clause to remain eligible to be paid the ESA weekly. If the Employee is no longer accredited, loses the competency, has the certification suspended or no longer performs work consistent with (c) above, the ESA will not be paid until the Employee again satisfies the requirements of this clause.

47A.3 An Employee who is eligible for the ESA in accordance with sub-clause 47A.2 will be entitled to a percentage of the ESA rate in accordance with Schedule 1D.

47A.4 An Employee is only entitled to one payment of the ESA weekly at the relevant "rate level" regardless of the number of certifications they hold.

**47B SEATING FOR STATION STAFF**

47B.1 The following clause 47B applies to Sydney Trains only.

47B.2 Sydney Trains will provide appropriate seating for use by all Station Staff.

47B.3 Seating will be provided for Station Staff to use at station control rooms, gate lines, or existing customer platform seating where platform hubs are utilised.

*The following is included in the Sydney Trains letter of commitment dated 29 September 2022 and is applicable to Section 2, 3 and 5 Employees in Sydney Trains only.*

## **Background**

The business first and foremost commits to the continued safety of our people on and about the network and the need to deliver efficiently, whilst retaining knowledge and capability within the team to support safeworking functions. Therefore, the Protection Officer function will remain a competency and frontline roles, including infrastructure workers, shall retain safeworking qualifications and continue to practise worksite protection as required.

## **Protection Officers Working Group**

1. By 31 August 2023 Sydney Trains will establish a standalone Protection Officer role developed through a working group (PO Working Group).
2. The PO Working Group will be established by 30 November 2022, will be ongoing until the purpose of the committee has been achieved or as otherwise agreed and will consist of:
  - i. Executive Director, Engineering and Maintenance (The Chair)
  - ii. Representatives from relevant unions
  - iii. Management from Sydney Trains Engineering and Maintenance Branch, from relevant functions
  - iv. Rail industry advisors as invited by the Working Group
3. The PO Working Group will perform the following functions:
  - i. Establish a framework setting out when protection work is to be performed by an employee
  - ii. Address issues relating to the holding of protection officer qualifications within Engineering Maintenance Branch.
  - iii. Audit the amount of hours performed by contracted Protection Officers within the Engineering Maintenance Branch, with the intention of creating an appropriate amount of full time permanent positions based on audit results.
  - iv. When agreed by the PO Working Group and by no later than 31 August 2023, Sydney Trains will seek consideration by the NSW Government for the introduction of a financial incentive for qualified staff that perform worksite protection officer duties, where those duties are not the primary function of that role.
  - v. Monitor the implementation of outcomes.
4. If the NSW Government do not accept the recommendation of the PO Working Group Sydney Trains will continue to advocate towards the agreed outcomes of the PO working group.
5. The PO Working Group will have access to relevant resources within Sydney Trains to assist it in performing its functions.
6. If there is a dispute regarding the establishment of the Protection Officer role, the matter will be referred to the Peak Forum as per sub-clause 7.1(a) of this Agreement. If the matter is not resolved at the Peak Forum, the parties may utilise the Dispute Settlement Procedure in clause 8 of this Agreement.

## Working Group Principles

It is acknowledged that Sydney Trains and Unions will need to work together, in good faith, in order to deliver the program of work relating to Protection Officers. The following guiding principles will form the basis of the Terms of Reference for the Protection Officer Review Working Group:

- Both parties acknowledge that the safety of our workforce and customers is of primary importance.
- Both parties seek to reduce reliance on contracted Protected Officers, but also recognise that a mix of both internal and contracted resources supplying worksite protection duties may be best for both employee safety, and business operations.
- Both parties agree that there are circumstances where roles within our existing teams across Engineering & Maintenance can perform worksite protection duties in conjunction with their other duties.
- Both parties also agree that there are circumstances where a separate role focused on worksite protection duties may be required to work with frontline teams across Engineering & Maintenance.
- Both parties acknowledge the need for open and transparent dialogue as a part of this working group process. As such, within the bounds of commercial sensitivity and business confidentiality and as approved by the Chair, the parties will seek to share information and data relating to issues regarding Protection Officers as a part of this working group.
- If the framework referenced in the Letter of Commitment is not documented within the first 6 months of the Enterprise Agreement being approved, the Chair may refer the matter to the Sydney Trains Peak Consultative Committee (or the ultimate consultation forum in Sydney Trains) for guidance as to next steps.
- Sydney Trains confirms that there are no planned changes to the current approach to the use or engagement of contract Protection Officers. However, if Sydney Trains plans to propose changes to the overall approach, Sydney Trains will consult with impacted employees and their representatives in line with clause 7 of the Enterprise Agreement.

## SCHEDULE 1A – RATES OF PAY

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
<b>Juniors and Trainees</b>	<b>1 May 2022</b>		<b>1 May 2022</b>
Apprentice 1st Year	\$578.70	\$44.20	\$622.90
Apprentice 2nd Year	\$694.45	\$49.70	\$744.15
Apprentice 3rd Year	\$867.90	\$58.25	\$926.15
Apprentice 4th Year	\$1,018.50	\$63.60	\$1,082.10
Adult Apprentice 1st Year	\$902.60	\$44.20	\$946.80
Adult Apprentice 2nd Year	\$925.95	\$49.70	\$975.65
Adult Apprentice 3rd Year	\$960.60	\$58.25	\$1,018.85
Adult Apprentice 4th Year	\$1,018.50	\$63.60	\$1,082.10

Schedule 1A	Rate of Pay exclusive of Industry Allowance	Industry Allowance	Rate of Pay inclusive of Industry Allowance
<b>Juniors and Trainees</b>	<b>1 May 2023</b>		<b>1 May 2023</b>
Apprentice 1st Year	\$596.25	\$45.55	\$641.80
Apprentice 2nd Year	\$715.50	\$51.20	\$766.70
Apprentice 3rd Year	\$894.20	\$60.00	\$954.20
Apprentice 4th Year	\$1,049.35	\$65.55	\$1,114.90
Adult Apprentice 1st Year	\$929.95	\$45.55	\$975.50
Adult Apprentice 2nd Year	\$954.00	\$51.20	\$1,005.20
Adult Apprentice 3rd Year	\$989.70	\$60.00	\$1,049.70
Adult Apprentice 4th Year	\$1,049.35	\$65.55	\$1,114.90

## SCHEDULE 1B - SALARY CAPS FOR ANNUAL LEAVE LOADING

<b>ANNUAL LEAVE LOADING LIMIT</b> (inclusive of Industry Allowance)	<b>1 May 2022</b>	<b>1 May 2023</b>
Item 1	\$151,208	\$155,790

## SCHEDULE 1C – ALLOWANCES – APPRENTICES

<b>Allowances</b>	<b>1 May 2022</b>	<b>1 May 2023</b>
Height (a) (per hour)	\$0.37	\$0.38
Height (b) (per Shift)	\$1.18	\$1.22
Respirators Cartridge	\$2.59	\$2.67
On line respirator (per hour)	\$3.12	\$3.21
Tunnel money	\$0.72	\$0.74
Wet work (per hour)	\$0.56	\$0.58
Confined Space (per hour)	\$0.86	\$0.89
Dirty work (per hour)	\$1.18	\$1.22
Tool Allowance (per week)	\$31.99	\$32.96

## SCHEDULE 1D – ELECTRICAL SAFETY ALLOWANCE

Rate Level	Allowance level	Allowance rate	Certification (course or replacement course)
<b>A</b>	100%	\$130 / wk held	<ul style="list-style-type: none"> <li>• Authorised Officer (Mains) (ELLIPSE Resource Code: AES06)</li> <li>• Authorised Officer (Substations) (ELLIPSE Resource Code: AES07)</li> <li>• Authorised Traction Operator (ELLIPSE Resource Code: AES16)</li> <li>• Authorised Operator (Substations) (ELLIPSE Resource Code: AES08)</li> <li>• Electrical System Operator (ELLIPSE Resource Code: AES22)</li> <li>• Authorised Attendant (ELLIPSE Resource Code: AES05) – <b>if authorised to operate High Voltage distribution network</b></li> <li>• Signal Engineer (Field) (Resource Code: ADI01)</li> <li>• Signal Electrician (Resource Code: ASI01)</li> </ul>
<b>B</b>	80%	\$104 / wk held	<ul style="list-style-type: none"> <li>• Authorised Overhead Traction Worker (ELLIPSE Resource Code: AES15)</li> <li>• Authorised Person (Low Voltage) (ELLIPSE Resource Code: AES19)</li> <li>• Authorised Attendant (ELLIPSE Resource Code: AES05) – <b>if authorised to operate on Low Voltage distribution network</b></li> <li>• Signalling Authorised Person (Resource Code: ASI07)</li> </ul>
<b>C</b>	70%	\$91 / wk held	<ul style="list-style-type: none"> <li>• Accredited Electrolysis Interference Tester (ELLIPSE Resource Code: AES02)</li> <li>• Authorised Attendant (ELLIPSE Resource Code: AES05) – <b>if authorised to operate on 1500V OHW system only or for duties than operating including supervision of work</b></li> </ul>
<b>D</b>	60%	\$78 / wk held	<ul style="list-style-type: none"> <li>• Accredited Cable Jointer (ELLIPSE Resource Code: AES13)</li> <li>• Accredited Safety Assistant for Switching Operations (ELLIPSE Resource Code: AES23)</li> <li>• Accredited for Entry (ELLIPSE Resource Code: AES03)</li> <li>• Accredited Electrical Permit Holder (ELLIPSE Resource Code: ME161)</li> <li>• Competent in ER39-Road Isolation and TOH01-Testing Over Head Wire (OHW) using Hivotech</li> <li>• Operational Technology workers holding Certificate IV (Telecommunications Engineering Technology or equivalent)</li> <li>• Authorised Attendant (ELLIPSE Resource Code: AES05) – <b>as not already listed above and with supervisory duties</b></li> </ul>

## PART B: SYDNEY TRAINS

### SECTION 2 – SYDNEY TRAINS SALARIED EMPLOYEES

#### 48 APPLICATION OF SECTION 2

This Section 2 applies to Sydney Trains Employees whose positions fall within the classifications in Schedule 2A. The provisions of this Section are principally derived from the Railways Professional Officers Award 2002, the Salaried Officers (Railways – New South Wales) Award 2002, and the Senior Officers Rail, Bus and Ferries New South Wales Award 2002.

#### DIVISION 1 - ALL EMPLOYEES

#### 49 APPLICATION OF DIVISION 1

This division applies to all Employees as set out in Schedule 2A.

#### 50 DEFINITIONS

For the purposes of this Section:

- (a) A **Non-Operational Employee** is an Employee who is employed in a position that is covered under the Non-Operational Classification Structure in Schedule 2A.
- (b) An **Operational Employee** is an Employee who is employed in a position that is covered under;
  - (i) Operational Classification Structure in Schedule 2A; or
  - (ii) the Sydney Trains Classification Structure, Levels 1 – 7 and who is employed as a Shiftworker.
- (c) **Emergency** means duty connected with fires, floods, derailments, accidents or any other emergency situation as approved by the Employer.
- (d) A **Book Off Day** is any day where an ordinary Shift is not rostered, but does not include ADOs or any type of leave.

#### 51 RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

51.1 The current rates of pay are set out in Schedule 2A.

51.2 Allowances and expenses are contained in Schedule 2B.

#### 52 ORDINARY HOURS OF WORK

52.1 Except where agreed in accordance with Sub-clause 25.5 of this Agreement, no Employee who works rostered Shifts shall be rostered for a period longer than 10 hours to be worked in 12 hours overall.

52.2 All time reasonably taken by an Employee in handing over shall be counted as time worked.

52.3 Where an Employee's hours of work and/or working patterns are less than the standard hours described in Clause 25 (Hours of Work) the Employee may retain these arrangements in the event of a regrading or a management-initiated transfer. However, the Employee may elect to accept standard hours in which case their rate of pay will be adjusted so the Employee will be entitled to be paid the pay point above

the pay point that the Employee would otherwise be entitled to as a result of the regrading or the management-initiated transfer.

- 52.4 In the case of an Employee who receives a personal rate of pay and that personal rate of pay exceeds the top salary point that would apply as a result of the regrading or management-initiated transfer, and the Employee elects to accept standard hours the Employee will receive a new personal rate of pay that provides for retention of the amount of the monetary differential between their current personal rate of pay and the top pay point of the grade they held prior to the regrading or the management-initiated transfer.
- 52.5 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:
- (a) the new roster arrangement will commence not less than 14 days after agreement is reached;
  - (b) work health and safety issues (including the ACTU Code of Conduct on 12 hour Shifts);
  - (c) monitoring of health subsequent to implementation;
  - (d) suitable rostering arrangements being made; and
  - (e) proper supervision being provided.
- 52.6 Non-Operational Employees, employed on other than Shiftwork arrangements, who agree to commence and/or finish their normal daily hours outside of the ordinary hours will be entitled to the payment of a loading at the rate of 20% where they commence work prior to and 25% where they finish after the ordinary hours for that day.
- 52.7 The Ordinary Hours for Network Incident Managers of 152 hours in a 4 week cycle will be worked in Shifts of up to 12 hours over no more than 14 days. Where there is a regulatory, fatigue or other operational requirement which requires this working arrangement to be reviewed, consultation will occur subject to sub-clause 7.3 of this Agreement with details provided of the rationale for any proposed change.

### **53 INTERVALS BETWEEN SHIFTS**

- 53.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:
- (a) when changing Shifts, in which case a minimum of 8 hours shall apply.
  - (b) when changing Shifts by mutual agreement.
  - (c) when returning to home station, in which case the provisions of Clause 64.3 (Travelling Time) shall apply.
- 53.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause shall not apply to Employees working in accordance with sub-clause 53.1 or when performing duties which require 'double-back' Shifts with 8 hours off duty.
- 53.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.
- 53.4 The penalties provided for in sub-clauses 53.2 and 53.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

53.5 This clause does not apply where clause 60.9 overtime provisions cover arrangements where an Employee commences an ordinary shift after overtime.

#### **54 MEAL BREAKS**

54.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.

54.2 No Employee shall be booked off between the hours of 2200 and 0600 except for one meal break, not exceeding one hour, to be taken after 2 hours and prior to 5 hours from the commencement of duty.

#### **55 SUNDAY TIME**

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty, except as provided for in sub-clause 60.6.

#### **56 SHIFT WORK**

56.1 For the purposes of this Section 2;

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

56.2 For all paid time on duty for ordinary hours on days other than a Saturday, Sunday or public holiday, Employees shall be paid the allowance:

- (a) set out at item 1 of Schedule 2B for work on an Afternoon Shift;
- (b) set out at item 2 of Schedule 2B for work on a Night Shift; and
- (c) set out at item 3 of Schedule 2B for work on an Early Morning Shift.

In calculating these allowances, parts of an hour of less than 30 minutes shall be disregarded and a period of 30 minutes to 59 minutes shall be paid for as an hour.

56.3 Additionally, Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid a loading for that Shift set out at item 4 of Schedule 2B, provided that the loading is not payable on a public holiday or overtime Shift.

#### **57 WORKING ON BOOK OFF DAY**

57.1 Working on a book off day:

- (a) Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half;
- (b) Where another day off in lieu in the fortnight is not granted, working a book off day shall be included for the calculation of any payment under any other clauses of this Section 2.

57.2 A book off day shall be of at least 24 hours duration, with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.

- 57.3 Employees required to attend enquiries, conferences or examinations on a book off day, without having received notification prior to 1000 on the preceding day, shall be paid time and one half for the time in attendance, subject to a minimum of a day's pay at ordinary rates. Such time shall stand alone and be paid for independently of other time.
- 57.4 Where notice is given prior to 1000 on the preceding day, time in attendance is to be treated as ordinary time, unless otherwise entitled to payment at overtime rates, with a minimum of one day's pay, at ordinary rates, applying.
- 57.5 For the purposes of this clause a book off day is any day where an ordinary Shift is not rostered, but does not include ADO's or any type of leave.

## **58 MINIMUM PAYMENTS**

- 58.1 Employees who have been directed to attend for duty and who are subsequently told that they are not required on that day shall be paid 2 hours pay, unless notice has been provided to the Employee at least 4 hours before the advised sign-on time.
- 58.2 Employees who attend for duty, as directed, and are notified that their sign-on time has been put back to a later time shall be paid one hours pay for such attendance.
- 58.3 Employees who attend for duty, as directed, and who actually undertake work, on any day or Shift, shall be paid a minimum of 4 hours at ordinary rates.
- 58.4 The allowances provided for in this clause shall not be included for any other purposes of this Section 2.

## **59 BROKEN SHIFTS**

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

## **60 OVERTIME**

- 60.1 All time worked in excess of the hours prescribed within the relevant hours of work clauses of this Agreement (i.e. Clause 25 (Hours of Work) and Clause 52.2 (Ordinary Hours of Work), shall be overtime. Except where the custom or practice is to work fewer than seventy-six hours per fortnight, all hours up to seventy-six hours per fortnight shall be paid at ordinary rates.
- 60.2 Overtime worked at the conclusion of an extended Shift (as provided for within sub-clause 52.5 of this Agreement):
- (a) if commenced prior to the expiration of 11 ordinary hours of work shall be payable at time and one half;
  - (b) time worked after 11 or more ordinary hours of work shall be paid for at double time.
- 60.3 Employees who work in excess of 76 hours per fortnight shall be paid at the rate of time and one half for excess hours worked. Overtime worked in excess of 8 hours in any one Shift shall be paid at the rate of time and one half for the first 3 hours and double time thereafter.

- 60.4 For Employees participating in a 19 day four-weekly work cycle, the fortnightly overtime shall mean time worked in excess of 72 or 76 hours respectively.
- 60.5 For the purposes of this clause, time paid for is treated as working time.
- 60.6 Employees whose salary does not exceed the salary for RC6C who work overtime between 12 midnight Saturday and 12 midnight Sunday, shall be paid an overtime rate of double-time and such working shall be included for the assessment of the fortnightly overtime rate provided for in sub-clause 60.3.
- 60.7 Employees who work overtime commenced between 12 midnight Friday and 12 midnight Saturday, shall be paid an overtime rate of time and one half for the first 3 hours and double-time thereafter. Such payment shall stand alone and not be included for any other purposes of this Section 2.
- 60.8 The rate for overtime worked after 12 noon on Saturdays and for all time on Sundays for Employees to whom Division 5 of this Section 2 applies shall be double time.
- 60.9
- (a) If as a result of working overtime an Employee does not have a continuous break of 8 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 8 continuous hours may be granted and paid at ordinary rates. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.
  - (b) For Employees in the Engineering and Maintenance Branch, who meet the requirements below of being a field based Employee, if as result of working overtime the Employee does not have a continuous break of 10 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 10 continuous hours may be granted and paid at ordinary rates for ordinary hours occurring during such period. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.
  - (c) The Employee is required to meet all of the below requirements, to be entitled to subclause (b):
    - (i) The Employee works in the Engineering and Maintenance branch; and
    - (ii) The Employee is directed by the Employer to complete overtime performing field work, either supervising, directing or working in the rail corridor or working on field based rail infrastructure assets.
  - (d) The commencement time of the Employee's ordinary shift that follows the overtime and whether the Employee must perform work within the 10-hour break period will be determined by the Employer.
- 60.10 Employees, other than those provided for within sub-clause 60.9, who work more than 8 hours overtime finishing within 4 hours of their ordinary starting time on a Monday:
- (a) may be granted a rest period of 4 hours upon completion of the overtime work and paid at ordinary rates for so much of the 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or
  - (b) may be paid a penalty payment at the rate of time and one half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.
- 60.11 Time worked and paid for under Clauses 61 (On Call Allowance), or 62 (Call Outs) which is not of 3 hours duration or more is not treated as overtime for the purposes of sub-clause 60.8.

- 60.12 All overtime worked on a Sunday shall be payable at the rate of double-time. (Employees paid at RC6C or less refer to sub-clauses 60.3 and 60.6).
- 60.13 Unless approved by the relevant Level 2 Manager or their nominee, payment for overtime worked shall not be made to:
- (a) Employees who are employed in positions that are covered under a Classification Structure in Schedule 2A and whose rate of pay exceeds the amount set out at Item 6 of Schedule 2B;
  - (b) Employees to whom Division 5 of this Section 2 applies who are employed in positions above RC Grade 5. Employees in positions at RC Grade 5 whose rate of pay exceeds RC Grade 6C shall be paid at the rate of RC Grade 6C.
- 60.14 Employees other than those referred to in Sub-clause 60.12 may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

## **61 ON CALL ALLOWANCE**

- 61.1 Employees, other than those Employees referred to in Sub-clause 61.2, who are "On Call" shall be paid an allowance as set out at item 17 of Schedule 2B for a night or as set out at item 16 of Schedule 2B for a day, or as set out at item 18 of Schedule 2B for a day and a night, except when:
- (a) called out for duty and paid in accordance with Clause 62 (Call Outs);
  - (b) required to work planned overtime which attracts the equivalent or a greater payment; or
  - (c) permission is granted to leave the relevant district or section.
- 61.2 Clerical, Administrative, Technical and Professional Employees when on call shall be paid an Allowance as set out at item 24A of Schedule 2B per rostered day or Shift and the amount set out at item 24B of Schedule 2B for a non-rostered day or Shift.
- 61.3 Unless approved by the relevant Executive Director or their nominee, payment of the Allowance will not be made to Employees who are in receipt of a salary in excess of the amount set out at item 19 of Schedule 2B.
- 61.4 All salary references in this clause are exclusive of the Industry Allowance referred to in Schedule 2B (item 8).

## **62 CALL OUTS**

- 62.1 Employees called out for work outside ordinary rostered hours shall be paid for such call-out, and each recall at the rate of:
- (a) 3 hours at time and a half and one hour at double-time, or
  - (b) at the rate of double-time for 4 hours, where it occurs on a Sunday,
- including at breakdown conditions where applicable. Except, where the call-out is less than 3 hours before the usual starting time, in which case payment shall be made up to the usual starting time at the appropriate overtime rate.
- 62.2 Payments made under this clause shall not be subject to any extra payment whatsoever under any other clauses of this Section 2.
- 62.3 An Employee who has been called out for work outside ordinary rostered hours shall be entitled to be absent from work until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

Where an Employee called out under this clause has met the criteria of clause 60.9(b) they are entitled to be absent for 10 consecutive hours off duty.

62.4 The provisions of Sub-clause 62.3 do not apply to an Employee who has been called out for work outside ordinary rostered hours within 2 hours of normal starting time.

62.5 The provisions of this clause:

- (a) shall not apply to an Employee whose salary exceeds the amount as set out at Item 19 of Schedule 2B;
- (b) shall only apply to those Employees where their total hours for the fortnight exceed 76.

## **63 EXCESS TRAVELLING TIME**

63.1 Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.

63.2 The provisions of this clause unless otherwise approved by the relevant Executive Director shall not apply to:

- (a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay exceeds that applicable to RC Grade 5E; or
- (b) Employees to whom Division 5 of this Section 2 applies who are employed in positions above RC Grade 5; and
- (c) Employees who work less than 76 hours per fortnight, and whose rate of pay is in excess of RC Grade 4E or who are employed in positions above RC Grade 4 until their total hours for the fortnight exceed 76.

63.3 Excess travel time is paid at ordinary time, except on Sundays and public holidays, when the rate shall be at time and one half, and on Saturdays, when the rate will be time and a quarter.

63.4 Asset Management Employees may be deployed as required by the Employer within their district without additional payment or allowances.

## **64 TRAVELLING TIME**

64.1 Travelling time outside of ordinary rostered hours, other than as provided for in Clause 63 (Excess Travelling Time), shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment of 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours.

64.2 Employees who are required to travel for an extensive period (12 hours or more) without being provided with a sleeping berth and who arrive at the destination within 4 hours of the commencing time of the rostered Shift shall, where the nature of the work permits, be allowed up to 8 hours rest. Any part of the 8 hours which extends into the working Shift shall be paid for at single rate subject to a maximum payment of 4 hours.

64.3 Employees shall not be entitled to payment for any travelling or resting time when they are:

- (a) transferred from their home station at their request, except in the case of promotion.

- (b) transferred due to strike conditions, medical reasons or disciplinary reasons.
  - (c) undertaking intermediate travel for the purpose of visiting their home station or residence. Sub-clause 64.3(c) does not apply where the Employee recommences duty at another temporary location, in which case payment will be made for any excess time spent travelling to the new location as compared to former location.
- 64.4 The provisions of this clause unless otherwise approved by the relevant Level 2 Manager's approval shall not apply to:
- (a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay exceeds that applicable to RC Grade 5E; or
  - (b) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 2A and whose rate of pay is in excess of RC Grade 4E who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76; or
  - (c) Employees to whom Division 5 of this Section 2 applies who are employed in positions above RC Grade 5.
- 64.5 Travel time is paid at ordinary time, except on Sundays and public holidays when the rate shall be at time and one half, and on Saturdays, when the rate shall be at time and a quarter.

## **65 TRAVELLING AND INCIDENTAL EXPENSES**

- 65.1 Employees, other than 'regular' and 'roster' relief Employees, who are required to undertake work temporarily at a location away from their home station / depot and/or residence and who are approved by the Employer to stay away from their home residence in overnight accommodation will have their suitable accommodation and Sydney Trains work vehicle parking pre-arranged and paid for by the Employer and be eligible as follows:
- (a) for the period the Employee remains away from their home station / depot, an Employee will be paid item 26 of Schedule 2B per Breakfast, Lunch or Dinner service, in accordance with sub-clause 65.3 up to a maximum of 3 services per day; however
  - (b) if the Employer provides the Employee with a meal as part of the accommodation provided, the Employee will not be paid the service for that service period.
  - (c) non-relief Employees, who are relieving, will be paid in accordance with sub-clause 65.2 after 4 weeks on relief duties;

The Employer may require an Employee to stay away from their home residence in overnight accommodation in accordance with its policies and procedures as amended from time to time. Approval for an employee to stay away from their home residence in overnight accommodation will not be unreasonably withheld.

- 65.2 'Regular' relief Employees, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station, and/or residence daily shall be paid expenses as follows:
- (a) Subject to sub-clause 65.2(b), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 28 of Schedule 2B, subject to a maximum payment as set out at item 29 of Schedule 2B per week of 7 calendar days.

- (b) Where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of sub-clause 65.10, the Employee will be paid the amount as set out at item 27 of Schedule 2B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in sub-clause 65.2(a) for each 'service entitlement' for which they have incurred expenses.

65.3 A service entitlement will be calculated as follows:

- Breakfast - Depart home station before 0700 or return thereto after 0800.  
Lunch - Depart home station before 1300 or return thereto after 1400.  
Dinner - Depart home station before 1830 or return thereto after 1830.  
Bed / Night Meal - Depart home station before 0100 or return thereto after 0100.

65.4 Employees, other than relief Employees, utilised on relief duties may have their home stations altered to a station nearer their residence than their appointed home station whilst relieving, but not otherwise.

65.5 'Roster' relief Employees, on roster relief duty away from their home station, shall be paid an allowance as follows:

- (a) when relieving outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 30 of Schedule 2B per week.  
(b) when relieving inside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 31 of Schedule 2B per week.  
(c) when relieving both inside and outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 32 of Schedule 2B per week.  
(d) where Employees perform only portion of their rostered work for a week, due to transfer or absence without pay, the allowance shall be paid on a pro-rata basis.  
(e) Employees who are employed away from their home station for any portion of a week, due to either temporary employment in another capacity or time lost through illness or leave with pay, the allowance shall be paid pro-rata plus any other allowance due, provided that the total minimum payment shall be not less than the appropriate amount specified in this sub-clause.  
(f) if on any day, Employees who are rostered 'spare', are required to relieve an Employee ordinarily relieved by another roster relief Employee, they shall be deemed to be working on their own roster, for the purposes of computing the allowance payable.

65.6 For the purpose of this clause:

- (a) Sydney Suburban Area means all places on the lines bounded on the south by Liverpool, on the west by Blacktown, on the north by Hornsby, on the Illawarra Line by Sutherland, and includes places on the Cronulla Line and places not on the said lines but within a radius of 24.14 kilometres from Central Station, Sydney.  
(b) Newcastle Suburban Area means all places on the lines bounded by Maitland on the north, Fassifern on the south and includes places on the Toronto and Belmont branch lines and places not on the said lines but within a radius of 11.27 kilometres from Newcastle Station.

- 65.7 In emergency situations, it may be necessary for an Employee to incur expenses for overnight accommodation. In such situations, where it has been agreed with the Employer beforehand, an Employee who incurs reasonable and actual expenses, that are supported by receipts, will be reimbursed by the Employer.
- 65.8 The home station of Employees shall not be altered in any case where it is known that they will be required to work at a location for less than 6 months. Displaced Employees taking up a temporary secondment will have their temporary location treated as their home station for the purposes of this clause.
- 65.9 Operational Employees other than 'regular' and 'roster' relief Employees, applies when engaged on work for 4 hours or more away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal - to be assessed in accordance with the provisions of sub-clause 65.3, provided that:
- (a) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, and the relevant Employee representative, and
  - (b) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon between the Employer, and the relevant Employee representative.

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

- 65.10 'Regular' relief Operational Employees other than Employees to whom Division 5 of this Section 2 applies, when engaged on work away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 2B, for each meal incurred. Assessment of meals shall be in accordance with the provisions of sub-clause 65.3.
- 65.11 Employees required to work overtime for more than 2 hours immediately before or after their ordinary starting or finishing time, without being notified 24 hours before of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at item 27 of Schedule 2B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals. Clause 65.11 will apply to RC 1-7 Employees who are deemed to be an Operational Employee in accordance with clause 50(b)(ii) because of being a Shiftworker, and clause 79.1 will not apply to the extent that there is a conflict with this clause.

## **66 HIGHER GRADE**

- 66.1 Employees shall perform any work reasonably directed by their Employer, for which they have the necessary competencies, skills and experience to perform.
- 66.2 Employees, when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 66.3 Where higher grade payments are made, the time so paid, exclusive of penalties, will be credited up to the maximum ordinary hours for the fortnight. Such credits will be utilised for the determination of incremental payments, rates of pay on promotion and

upon entering on various forms of paid leave. In all other instances, the conditions applicable to the position being acted in shall apply.

- 66.4 Employees who are booked off to clear a public holiday and who are acting in a higher grade on the working days before and after the holiday, shall be paid for the public holiday at the applicable higher graded rate of pay.
- 66.5 During the period that Employees perform the duties of a higher grade position, they will receive not less than the minimum rate of pay for the higher duties position, subject to the following:
- (a) Where the higher duties are performed in an operational position, Employees will be paid at the higher rate when they perform the duties of the higher grade position.
  - (b) Employees to whom Division 5 of this Section 2 applies will be paid at the higher rate on each occasion where the higher duties are performed for five days or more, except for Shiftwork positions where the Employee will be paid at the higher rate on each full day that the duties are performed.
- 66.6 The parties agree to higher duties being utilised to fill temporary vacancies to allow Employees to develop additional skills. Suitably qualified applicants will share the position on a rotational basis, for a period of up to six months.
- 66.7 It is also agreed that secondment opportunities are to be advertised across the organisation for temporary vacancies that are available for a period of up to twelve months. Where special circumstances exist, and with consent of the unions, the secondment may go beyond a period of twelve months, but shall not exceed two years.
- 66.8 Existing arrangements with respect to payment and selection of Employees for acting up shall continue to apply in those areas where such formal agreements exist.

## **67 PERFORMANCE MANAGEMENT AND DEVELOPMENT**

- 67.1 This clause applies to all Employees other than those covered by sub-clause 67.12.
- 67.2 Performance Development Program (PDP) means a program agreed between the relevant Manager and the Employee, which sets out the annual performance measures along with any training and development that is required for meeting the Employee's overall training and development.
- 67.3 Each Employee is to have a performance development program in place.
- 67.4 Ongoing training and development may include internal and external courses, seminars, coaching and mentoring, on the job learning and other programs.
- 67.5 Where a dispute arises in the development of an Employee's PDP it shall be raised in the first instance by the Employee, or their nominee, directly with the next level supervisor/manager, who shall provide a written response to the Employee advising them of the action/s intended. Should the dispute not be resolved, Step 3 of the Dispute Settlement Procedure (DSP) applies.
- 67.6 The Employee's annual performance assessment will be due at the end of the Financial Year. Incremental progression will be on the anniversary of their employment, promotion or transfer onto their current incremental level.
- 67.7 Employees can only progress one incremental level each year.
- 67.8 Employees cannot be incrementally regressed as a result of their annual performance assessment.

- 67.9 Where the Employee's performance and/or service are not scored satisfactorily and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with the Director People and Culture Business Partnering or their nominee if they wish to contest that decision. Should the decision of the Director People and Culture Business Partnering or their nominee be disputed, the issue may be referred to an independent Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be final.
- 67.10 An Employee's PDP score cannot be scored unsatisfactory due to circumstances beyond the control of the Employee such as non approval of attendance at seminars or specialist courses identified in the Employee's PDP.
- 67.11 Employees will meet with their Manager at a minimum of six monthly intervals to raise any issues or concerns that they have in completing their performance plan and obtain feedback in relation to how they are performing.
- (a) **Sydney Trains Grades 1 to 5**
- (i) Annual incremental progression within each Grade will be subject to the Employee's performance and service being scored as satisfactory over the previous twelve months
- (b) **Sydney Trains Grades 6 and 7**
- (i) Each Employee is to have a performance plan, with criteria developed in consultation with their manager/supervisor, and included in their performance plan at the beginning of, or in response to changing organisational priorities, during their 12 months performance period.
- (ii) Annual incremental progression within each of these two Grades will be subject to the Employee having satisfactorily achieved the performance plan.
- 67.12 Other classifications:
- (a) This sub-clause applies to PFM Supervisor Operations/Maintenance.
- (b) Each Employee's salary will be reviewed annually taking into account their performance and development assessment. Following the review Employees will receive salary progression, where applicable, to the appropriate performance level, provided that an Employee will not progress more than two pay levels following each review.

## **68 ALLOWANCES**

### **68.1 Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid the allowance as set out at item 11 of Schedule 2B.

### **68.2 Tunnel Money**

- (a) Employees, when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as set out at item 11A of Schedule 2B per hour.
- (b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this sub-clause.

### 68.3 **Wet Work**

- (a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as set out at item 11B of Schedule 2B per hour extra while required to work in such clothing or boots.
- (b) This allowance shall not be payable where suitable personal protective equipment and/or footwear is provided by the Employer.

### 68.4 **First Aid**

Employees who are qualified and who are nominated to be in charge of a First Aid Kit and serving more than 25 Employees per Shift will be paid a first aid allowance at the rate as set out at item 34 of Schedule 2B per Shift.

## **69 AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE**

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

## **69A UNIFORM / PERSONAL PROTECTIVE EQUIPMENT FOR FIELD BASED ENGINEERING AND MAINTENANCE ROLES**

### 69A.1 Where:

- (a) a uniform is provided; and/or
- (b) Personal Protective Equipment (PPE) is required

to be worn in a Field Based Engineering and Maintenance role in line with clause 32 of Section 1, the Employer will provide a reasonable allotment of that uniform /PPE to its employees based on the requirements of their role.

69A.2 The reasonable allotment of uniform is also to be assessed on whether employees in Field Based Engineering and Maintenance roles are regularly required to attend work sites and are required to live away from home for multiple days.

69A.3 For Employees who are required to attend work sites for multiple days each week or are required to live away from home for multiple days per occasion, the allotment of uniform and PPE shall be up to the allotment levels set out in clause 161 of Section 5 of this Agreement.

69A.4 Replacement of uniform and/or PPE will be on a fair wear and tear basis.

69A.5 Employees must at all times use relevant PPE where such a safety requirement exists. Failure to use relevant PPE may result in disciplinary action being taken. Continual breaches of a requirement to use PPE may result in dismissal.

## **DIVISION 2 - TRAIN CONTROL**

### **70 APPLICATION OF DIVISION 2**

This division 2 applies to all Train Control Employees, including Shift Managers.

### **71 TRAIN CONTROLLER DUAL BOARD ALLOWANCE**

Train Controllers shall be paid the allowance as set out at item 33 of Schedule 2B per hour for dual board working on boards other than Lithgow and Sydney Goods No. 2.

## **72 REVIEWS**

- 72.1 Requests for review of individual board gradings will need to follow the same process as that followed in relation to the Train Control Restructure Agreement 2000 and a review committee consisting of a local Employee representative from each centre and management will conduct the review. The following principles will apply:
- (a) The evaluation of a board is to be made in comparison to other boards at the same level;
  - (b) Statistics are to be produced for the boards within the existing level and level above;
  - (c) The review committee will use the statistics to assess the factor values in a comparative process; and
  - (d) The review committee will make a recommendation to senior management for endorsement.

## **73 TRAINEES**

- 73.1 Credit will be given for recognised prior learning (RPL). Internal staff would enter the program at their appropriate level of competence.
- 73.2 Trainees are to maintain their currency of competence during the final 7 months of the Traineeship following the formal course. For this to occur the Trainees will relieve on boards for a total of four months broken into logical segments between their other functional learning components. This may be provided at any of the Train Control Centres with consideration of the Trainee's personal situation and in consultation with relevant unions.
- 73.3 A Workplace Assessor would assess each Trainees competence at each stage.
- 73.4 Prior to appointment in a vacant Train Controller level 3 position the Trainee would need to have completed all components of the Traineeship.
- 73.5 The Traineeship program would be overseen by the existing Traineeship review panels.
- 73.6 Should a Trainee "fail" to gain the competence they would be placed in a position at the highest level of competence they had gained.
- 73.7 Selection would be by merit based on the criteria in the position description.
- 73.8 Positions would initially offered to people with safeworking qualifications however applicants without safeworking may be considered depending on aptitude. The need for safeworking training would extend the Traineeship.

## **DIVISION 3 - STATIONS OPERATIONS MANAGEMENT**

### **74 APPLICATION OF DIVISION 3**

This division 3 applies to all Stations Management Employees.

### **75 STATION DUTY MANAGERS - RELIEF**

Station Duty Managers who are regular relief Employees, but excluding roster relief Employees and except the Sydney and Newcastle Traffic Districts, shall be paid an additional sum as set out at item 13 of Schedule 2B per annum. However, this additional payment shall not be taken into consideration in determining their relative seniority with other relevant Employees.

## **76 OCR ASSESSMENT**

The existing OCR assessment system for the grading of Station Duty Managers will continue to apply.

## **DIVISION 4 - SALARIED TRADESPERSONS**

### **77 APPLICATION OF DIVISION 4**

This division 4 applies to all Employees in Salaried Tradesperson gradings.

### **78 SPECIAL SALARY PROVISION - SALARIED TRADESPERSONS**

78.1 The salary applicable to Employees in Salaried Tradesperson gradings shall not be less than the amount as set out at item 14 of Schedule 2B in excess of the normal wage of the highest paid tradesperson or leading-hand tradesperson under their control, provided that the salaries of Employees in Salaried Tradespersons gradings when in charge of other such Employees shall not be less than the amount as set out at item 15 of Schedule 2B per annum above the salary of the Employee supervised.

78.2 Salaried Tradespersons grades shall be paid an additional 15% for all ordinary hours worked on a Shift which is not subject to another equal or higher penalty, with the exception of holiday penalty in which case both Shift and holiday penalty will apply. "Afternoon Shift", "Night Shift" and "Shift" are defined below for the purpose of this sub-clause:

- (a) "Afternoon Shift" means a Shift on which ordinary time finishes at or between 1801 and 2400;
- (b) "Night Shift" means a Shift on which ordinary time finishes at or between 2400 and 0800; and
- (c) "Shift" payment shall also be paid on a Shift which commences at or between 1801 and 0400.

## **DIVISION 5 – SYDNEY TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES**

### **79 SYDNEY TRAINS CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES**

79.1 The rates of pay specified in Schedule 2A for Sydney Trains Clerical, Administrative, Technical and Professional Employees Grades 1 – 7, are inclusive of all expenses and disability allowances but are exclusive of additional wage related payments and additional responsibility allowances. Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:

- (a) expense allowances – daily meal allowance;
- (b) disability allowances – start and finish allowances;
- (c) wage related payment – annual leave loading; and
- (d) responsibility allowances – first aid allowance.

79.2 Employees formerly graded under the SRA classifications for Professional Officers, Engineers and Managerial Grades 3, 4 and 5 are subject to the provisions of Division 6.

## DIVISION 6 – FORMER RAC EMPLOYEES

### 80 GENERAL SAVINGS PROVISIONS

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

### 81 EMPLOYEE TRAVEL PASS

Those former RAC or Argus Employees who individually elected to retain the value of their Employee travel pass in their remuneration in August 2002 shall retain the value of their Employee travel pass in their TRP provided that they have not been reissued with a travel pass, in which case the appropriate deduction will be made from the Employee's TRP.

### 82 OVERTIME

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

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

### 83 SICK LEAVE

- 83.1 This clause applies to Employees who were covered by the Rail Access Corporation Enterprise Bargaining Agreement 1997 or the Rail Access Corporation (Argus Telecommunications Office Staff) Enterprise Agreement 1999 or the Rail Access Corporation (Argus Telecommunications Field Staff) Enterprise Agreement 1999 and who individually elected as at 29 August 2002 to retain their former conditions of sick leave and insurance under these Agreements.

#### **Sick Leave**

- 83.2 Employees covered by this clause:
- (a) are entitled to 10 days sick leave per annum which accumulates from year to year;
  - (b) when on extended sick leave may be given the benefit of discretionary extensions to sick leave by the Employer but this will be strictly a matter for the discretion of the Employer in the circumstances of the individual; and
  - (c) having attained 65 years of age, will be entitled to accrue sick leave in accordance with Sub-clause 28.4 of Section 1 of this Agreement in the event that the insurance cover ceases at 65 years of age.
- 83.3 The Employer will maintain a policy of group income protection insurance for Employees covered by this clause.
- 83.4 The group income protection insurance referred to in sub-clause 83.2 will be on terms no less beneficial (unless market conditions dictate) than provided in the policy

maintained for the benefit of employees to which this clause applies on and from 1 November 2021, including:

- (a) a disability benefit;
- (b) a partial disability benefit;
- (c) a death benefit; and
- (d) an interim accident cover.

83.5 Coverage under the policy referred to in sub-clause 83.3 will cease when Employees covered by this clause reach 65 years of age (or age as defined by the 'policy') or are no longer employed by the Employer under the terms of this Agreement, whichever occurs first.

## **DIVISION 7 – FORMER RIC EMPLOYEES**

### **84 PAYMENT FOR WORK ON A PUBLIC HOLIDAY**

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

### **85 EFFICIENCY IMPROVEMENT AND WORKPLACE FLEXIBILITY**

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

### **86 TRAINING AND DEVELOPMENT**

It is estimated that the Employer's commitment to Employee training and development during the term of this Agreement will enable, on average, 10 training days, per Employee, per annum. The Employer will also endeavour to provide existing Employees access, where available, to structured Traineeships and the attainment of nationally recognised qualifications.

## SCHEDULE 2A - NON OPERATIONAL CLASSIFICATIONS & RATES OF PAY

	1 May 2022		1 May 2023	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
* RC 1 Level A	\$54,171	<b>\$57,762</b>	\$55,812	<b>\$59,512</b>
* RC 1 Level B	\$55,342	<b>\$58,933</b>	\$57,019	<b>\$60,719</b>
* RC 1 Level C	\$56,611	<b>\$60,202</b>	\$58,326	<b>\$62,026</b>
* RC 1 Level D	\$57,747	<b>\$61,338</b>	\$59,497	<b>\$63,197</b>
* RC 1 Level E	\$58,849	<b>\$62,440</b>	\$60,632	<b>\$64,332</b>
* RC 2 Level A	\$63,270	<b>\$66,861</b>	\$65,187	<b>\$68,887</b>
* RC 2 Level B	\$65,501	<b>\$69,092</b>	\$67,486	<b>\$71,186</b>
* RC 2 Level C	\$67,454	<b>\$71,045</b>	\$69,498	<b>\$73,198</b>
* RC 2 Level D	\$69,735	<b>\$73,326</b>	\$71,848	<b>\$75,548</b>
* RC 2 Level E	\$72,957	<b>\$76,548</b>	\$75,168	<b>\$78,868</b>
* RC 3 Level A	\$75,990	<b>\$79,581</b>	\$78,292	<b>\$81,992</b>
* RC 3 Level B	\$78,399	<b>\$81,990</b>	\$80,774	<b>\$84,474</b>
* RC 3 Level C	\$80,135	<b>\$83,726</b>	\$82,563	<b>\$86,263</b>
* RC 3 Level D	\$82,428	<b>\$86,019</b>	\$84,926	<b>\$88,626</b>
* RC 3 Level E	\$84,488	<b>\$88,079</b>	\$87,048	<b>\$90,748</b>
* RC 4 Level A	\$87,045	<b>\$90,636</b>	\$89,682	<b>\$93,382</b>
* RC 4 Level B	\$89,900	<b>\$93,491</b>	\$92,624	<b>\$96,324</b>
* RC 4 Level C	\$92,938	<b>\$96,529</b>	\$95,754	<b>\$99,454</b>
* RC 4 Level D	\$96,902	<b>\$100,493</b>	\$99,838	<b>\$103,538</b>
* RC 4 Level E	\$100,936	<b>\$104,527</b>	\$103,994	<b>\$107,694</b>
* RC 5 Level A	\$105,761	<b>\$109,352</b>	\$108,966	<b>\$112,666</b>
* RC 5 Level B	\$110,557	<b>\$114,148</b>	\$113,907	<b>\$117,607</b>
* RC 5 Level C	\$114,374	<b>\$117,965</b>	\$117,840	<b>\$121,540</b>
* RC 5 Level D	\$118,332	<b>\$121,923</b>	\$121,917	<b>\$125,617</b>
* RC 5 Level E	\$122,544	<b>\$126,135</b>	\$126,257	<b>\$129,957</b>
* RC 6 Level A	\$127,196	<b>\$130,787</b>	\$131,050	<b>\$134,750</b>
* RC 6 Level B	\$130,312	<b>\$133,903</b>	\$134,260	<b>\$137,960</b>
* RC 6 Level C	\$134,014	<b>\$137,605</b>	\$138,075	<b>\$141,775</b>
* RC 6 Level D	\$137,719	<b>\$141,310</b>	\$141,892	<b>\$145,592</b>
* RC 6 Level E	\$141,430	<b>\$145,021</b>	\$145,715	<b>\$149,415</b>
* RC 7 Level A	\$143,596	<b>\$147,187</b>	\$147,947	<b>\$151,647</b>
* RC 7 Level B	\$147,243	<b>\$150,834</b>	\$151,704	<b>\$155,404</b>
* RC 7 Level C	\$150,909	<b>\$154,500</b>	\$155,482	<b>\$159,182</b>
* RC 7 Level D	\$154,595	<b>\$158,186</b>	\$159,279	<b>\$162,979</b>
* RC 7 Level E	\$158,350	<b>\$161,941</b>	\$163,148	<b>\$166,848</b>
* The RC Classification Structure also includes Employees who are deemed Operational because they are Shiftworkers				
<b>Maintenance Group</b>				
District Maintenance Manager A	\$93,723	<b>\$97,314</b>	\$96,563	<b>\$100,263</b>
District Maintenance Manager B	\$97,123	<b>\$100,714</b>	\$100,066	<b>\$103,766</b>
District Maintenance Manager C	\$99,315	<b>\$102,906</b>	\$102,324	<b>\$106,024</b>
District Maintenance Manager D	\$100,817	<b>\$104,408</b>	\$103,872	<b>\$107,572</b>

	1 May 2022		1 May 2023	
District Maintenance Manager E	\$103,333	<b>\$106,924</b>	\$106,464	<b>\$110,164</b>
Car & Wagon Foreman A	\$73,325	<b>\$76,916</b>	\$75,547	<b>\$79,247</b>
Car & Wagon Foreman B	\$75,653	<b>\$79,244</b>	\$77,945	<b>\$81,645</b>
Car & Wagon Foreman C	\$77,984	<b>\$81,575</b>	\$80,347	<b>\$84,047</b>
Car & Wagon Foreman D	\$80,315	<b>\$83,906</b>	\$82,749	<b>\$86,449</b>
Car & Wagon Foreman E	\$82,642	<b>\$86,233</b>	\$85,146	<b>\$88,846</b>
Supervisor PFM Maintenance A	\$95,278	<b>\$98,869</b>	\$98,165	<b>\$101,865</b>
Supervisor PFM Maintenance B	\$99,139	<b>\$102,730</b>	\$102,143	<b>\$105,843</b>
Supervisor PFM Maintenance C	\$103,003	<b>\$106,594</b>	\$106,124	<b>\$109,824</b>
Supervisor PFM Maintenance D	\$106,864	<b>\$110,455</b>	\$110,102	<b>\$113,802</b>
Supervisor PFM Maintenance E	\$110,725	<b>\$114,316</b>	\$114,080	<b>\$117,780</b>
Supervisor PFM Maintenance A (Licenced)	\$97,126	<b>\$100,717</b>	\$100,069	<b>\$103,769</b>
Supervisor PFM Maintenance B (Licenced)	\$101,058	<b>\$104,649</b>	\$104,120	<b>\$107,820</b>
Supervisor PFM Maintenance C (Licenced)	\$104,995	<b>\$108,586</b>	\$108,176	<b>\$111,876</b>
Supervisor PFM Maintenance D (Licenced)	\$108,938	<b>\$112,529</b>	\$112,239	<b>\$115,939</b>
Supervisor PFM Maintenance E (Licenced)	\$112,871	<b>\$116,462</b>	\$116,291	<b>\$119,991</b>
Chief Foreman Class 1 Yr 1	\$100,817	<b>\$104,408</b>	\$103,872	<b>\$107,572</b>
Chief Foreman Class 1 Thereafter	\$103,333	<b>\$106,924</b>	\$106,464	<b>\$110,164</b>
<b>Train Operations</b>				
Assist Yard Controller Year 1	\$84,053	<b>\$87,644</b>	\$86,600	<b>\$90,300</b>
Assist Yard Controller Year 2	\$86,375	<b>\$89,966</b>	\$88,992	<b>\$92,692</b>
Assist Yard Controller Year 3	\$87,888	<b>\$91,479</b>	\$90,551	<b>\$94,251</b>
Assist Yard Controller Thereafter	\$91,250	<b>\$94,841</b>	\$94,015	<b>\$97,715</b>
Fleet Operations Controller Year 1	\$114,114	<b>\$117,705</b>	\$117,572	<b>\$121,272</b>
Fleet Operations Controller Year 2	\$117,276	<b>\$120,867</b>	\$120,829	<b>\$124,529</b>
Fleet Operations Controller Year 3	\$120,441	<b>\$124,032</b>	\$124,090	<b>\$127,790</b>
Fleet Operations Controller Year 4	\$123,605	<b>\$127,196</b>	\$127,350	<b>\$131,050</b>
Operations Control Supervisor	\$134,523	<b>\$138,114</b>	\$138,599	<b>\$142,299</b>
Possession Operator 1A(*)	\$997.80	<b>\$1,066.65</b>	\$1,028.05	<b>\$1,098.95</b>
Possession Operator 1B(*)	\$1,055.75	<b>\$1,124.60</b>	\$1,087.75	<b>\$1,158.70</b>
Possession Operator 1C(*)	\$1,113.20	<b>\$1,182.05</b>	\$1,146.95	<b>\$1,217.85</b>
(*) Wages conditions apply				
Possession Operator 2A	\$75,548	<b>\$79,139</b>	\$77,837	<b>\$81,537</b>
Possession Operator 2B	\$79,963	<b>\$83,554</b>	\$82,386	<b>\$86,086</b>
Possession Operator 3A	\$84,095	<b>\$87,686</b>	\$86,643	<b>\$90,343</b>
Possession Operator 3B	\$86,397	<b>\$89,988</b>	\$89,015	<b>\$92,715</b>
Possession Operator 3C	\$91,238	<b>\$94,829</b>	\$94,003	<b>\$97,703</b>
Possession Operator 3D	\$95,713	<b>\$99,304</b>	\$98,613	<b>\$102,313</b>
Possession Operator 3E	\$100,936	<b>\$104,527</b>	\$103,994	<b>\$107,694</b>
Possession Operator 4A	\$101,868	<b>\$105,459</b>	\$104,955	<b>\$108,655</b>
Possession Operator 4B	\$105,762	<b>\$109,353</b>	\$108,967	<b>\$112,667</b>
Possession Operator 4C	\$110,560	<b>\$114,151</b>	\$113,910	<b>\$117,610</b>
Possession Operator 4D	\$114,374	<b>\$117,965</b>	\$117,840	<b>\$121,540</b>
Possession Operator 4E	\$117,829	<b>\$121,420</b>	\$121,399	<b>\$125,099</b>
Signal Systems Controller 1ST Year	\$99,235	<b>\$102,826</b>	\$102,242	<b>\$105,942</b>

	1 May 2022		1 May 2023	
Signal Systems Controller 2ND Year	\$103,180	<b>\$106,771</b>	\$106,306	<b>\$110,006</b>
Signal Systems Controller thereafter	\$105,517	<b>\$109,108</b>	\$108,714	<b>\$112,414</b>
Shift Supervisor	\$114,258	<b>\$117,849</b>	\$117,720	<b>\$121,420</b>
Shift Manager	\$142,067	<b>\$145,658</b>	\$146,372	<b>\$150,072</b>
Train Controller Level 1	\$129,439	<b>\$133,030</b>	\$133,361	<b>\$137,061</b>
Train Controller Level 2	\$121,831	<b>\$125,422</b>	\$125,522	<b>\$129,222</b>
Train Controller Level 3	\$114,436	<b>\$118,027</b>	\$117,903	<b>\$121,603</b>
Train Controller Level 4	\$108,846	<b>\$112,437</b>	\$112,144	<b>\$115,844</b>
Train Controller Trainee	\$95,815	<b>\$99,406</b>	\$98,718	<b>\$102,418</b>
Yard Controller Sydney Year 1	\$93,244	<b>\$96,835</b>	\$96,069	<b>\$99,769</b>
Yard Controller Sydney Year 2	\$95,569	<b>\$99,160</b>	\$98,465	<b>\$102,165</b>
Yard Controller Sydney Year 3	\$98,534	<b>\$102,125</b>	\$101,520	<b>\$105,220</b>
Yard Controller Sydney Thereafter	\$100,952	<b>\$104,543</b>	\$104,011	<b>\$107,711</b>
<b>Station Operations Classifications</b>				
CCTV Operator	\$68,994	<b>\$72,585</b>	\$71,085	<b>\$74,785</b>
Station Duty Manager Level 1	\$73,843	<b>\$77,434</b>	\$76,080	<b>\$79,780</b>
Station Duty Manager Level 2	\$76,553	<b>\$80,144</b>	\$78,873	<b>\$82,573</b>
Station Duty Manager Level 3	\$82,423	<b>\$86,014</b>	\$84,920	<b>\$88,620</b>
Station Duty Manager Level 4	\$89,826	<b>\$93,417</b>	\$92,548	<b>\$96,248</b>
Sales Account Team Leader Level1 (Competent)	\$80,675	<b>\$84,266</b>	\$83,119	<b>\$86,819</b>
Sales Account Team Leader Level2 (Competent)	\$87,674	<b>\$91,265</b>	\$90,331	<b>\$94,031</b>
Sales Account Team Leader Level3 (Competent)	\$95,605	<b>\$99,196</b>	\$98,502	<b>\$102,202</b>
Salesperson (Competent)	\$69,809	<b>\$73,400</b>	\$71,924	<b>\$75,624</b>
Sales/Support Officer (Competent)	\$72,245	<b>\$75,836</b>	\$74,434	<b>\$78,134</b>
Station Support Officer	\$73,843	<b>\$77,434</b>	\$76,080	<b>\$79,780</b>
<b>Fire Services Classifications</b>				
Fire Officer Year 1	\$85,436	<b>\$89,027</b>	\$88,025	<b>\$91,725</b>
Fire Officer Year 2	\$92,938	<b>\$96,529</b>	\$95,754	<b>\$99,454</b>
Fire Officer Year 3	\$100,936	<b>\$104,527</b>	\$103,994	<b>\$107,694</b>
<b>Electrical Operations Classifications</b>				
Electrical Systems Operator 1	\$95,989	<b>\$99,580</b>	\$98,897	<b>\$102,597</b>
Electrical Systems Operator 2	\$101,437	<b>\$105,028</b>	\$104,511	<b>\$108,211</b>
Electrical Systems Operator 3	\$106,584	<b>\$110,175</b>	\$109,813	<b>\$113,513</b>
Electrical Systems Operator 4	\$112,566	<b>\$116,157</b>	\$115,977	<b>\$119,677</b>
Electrical Systems Operator 5	\$118,714	<b>\$122,305</b>	\$122,311	<b>\$126,011</b>
Supervisor Electrical Systems 1	\$120,933	<b>\$124,524</b>	\$124,597	<b>\$128,297</b>
Supervisor Electrical Systems 2	\$124,558	<b>\$128,149</b>	\$128,332	<b>\$132,032</b>
Supervisor Electrical Systems 3	\$127,767	<b>\$131,358</b>	\$131,638	<b>\$135,338</b>
Protection Technician 1	\$100,433	<b>\$104,024</b>	\$103,476	<b>\$107,176</b>
Protection Technician 2	\$102,542	<b>\$106,133</b>	\$105,649	<b>\$109,349</b>
Protection Technician 3	\$106,584	<b>\$110,175</b>	\$109,813	<b>\$113,513</b>
Senior Protection Technician 1	\$113,093	<b>\$116,684</b>	\$116,520	<b>\$120,220</b>
Senior Protection Technician 2	\$120,543	<b>\$124,134</b>	\$124,195	<b>\$127,895</b>
Scada Technician 1	\$100,433	<b>\$104,024</b>	\$103,476	<b>\$107,176</b>
Scada Technician 2	\$102,542	<b>\$106,133</b>	\$105,649	<b>\$109,349</b>
Scada Technician 3	\$106,584	<b>\$110,175</b>	\$109,813	<b>\$113,513</b>
Senior Scada Technician 1	\$113,093	<b>\$116,684</b>	\$116,520	<b>\$120,220</b>
Senior Scada Technician 2	\$120,543	<b>\$124,134</b>	\$124,195	<b>\$127,895</b>
*Rates are inclusive of Tool Allowance				

## SCHEDULE 2B - ALLOWANCES

	1 May 2022	1 May 2023
<b>Shift Work</b>		
Item 1 Afternoon Shift	\$4.12	\$4.24
Item 2 Night Shift	\$4.86	\$5.01
Item 3 Early Morning Shift	\$4.12	\$4.24
Item 4 Additional loading	\$4.86	\$5.01
<b>OVERTIME LIMITS</b>		
Item 6 Non-operational Employees	\$134,014	\$138,075
Item 7 Operational Employees	\$141,430	\$145,715
<b>Industry Allowance</b>		
Item 8 Industry Allowance	\$3,591	\$3,700
<b>Other Allowances</b>		
Item 11 Dirty work	\$1.18	\$1.22
Item 11A Tunnel money	\$0.72	\$0.74
Item 11B Wet work	\$0.57	\$0.59
Item 12A per annum	\$214.94	\$221.45
Item 13 Station Duty Managers – Relief	\$72.02	\$74.20
Item 14 Salaried Supervisor (a)	\$2,213.79	\$2,280.87
Item 15 Salaried Supervisor (b)	\$1,106.28	\$1,139.80
<b>On Call</b>		
Item 16 Ordinary on Call - Day	\$17.99	\$18.54
Item 17 Ordinary on Call - Night	\$12.02	\$12.38
Item 18 Ordinary on Call - Day & Night	\$30.01	\$30.92
Item 19 Maximum Salary	\$134,014	\$138,075
Item 24A – Rostered Day	\$29.05	\$29.93
Item 24B – Non Rostered Day	\$43.66	\$44.98
<b>Travelling and Incidental Expenses General</b>		
Item 25 DELETED		
Item 26 Per service	\$53.85	\$55.50
Item 27 Meal / Overtime meal	\$21.60	\$22.25
Item 28 Relief per day	\$138.30	\$142.50
Item 29 Relief per week	\$967.40	\$996.70
Item 30 Roster Relief Outside sub.	\$180.45	\$185.90
Item 31 Inside sub.	\$90.20	\$92.95
Item 32 Inside and out	\$180.45	\$185.90
Item 33 Dual Board (per hr)	\$5.09	\$5.24
Item 34 First Aid (per Shift)	\$3.59	\$3.70
Item 35 Workplace Training and Assessment (per hr)	\$4.97	\$5.12
Item 36 Salesperson Coaching (per hr)	\$1.87	\$1.93
Item 37 Travelink Allowance (per hr)	\$0.89	\$0.92
Item 38 Station Disability Allowance (a) (per hr)	\$0.43	\$0.44
Item 39 Station Disability Allowance (b) (per hr)	\$0.85	\$0.88
Item 41 OH First Aid Certificate (per Shift)	\$5.25	\$5.40

## SECTION 3 - WAGES MAINTENANCE GRADES

### 87 APPLICATION OF SECTION 3

This Section 3 applies to those Employees whose positions fall within the classifications in Schedule 3A.

### 88 DEFINITIONS

- 88.1 Metal Trades Employee shall mean an Employee who, for the major portion of their daily work is engaged on metal work duties that without limitation include fitting, fitting and machining, turning or similar duties.
- 88.2 Electrical Trades Employee shall mean an Employee who, for the major portion of their daily work is engaged on electrical work duties that without limitation include electrical fitting, electrical installation and or electrical maintenance or similar duties.
- 88.3 Coachmaking Trades Employee shall mean an Employee who, for the major portion of their daily work is engaged on Coachmaking duties that without limitation include Wages Maintenance Employees (Coachmaking).
- 88.4 Miscellaneous Maintenance Employee shall mean an Employee who, for the major portion of their daily work is engaged on duties other than those undertaken by Metal Trades, Electrical Trades or Coachmaking Trades Employees.

### 89 ORDINARY HOURS OF WORK

- 89.1 Except where agreement is reached in accordance with sub-clause 89.2, the ordinary hours of labour for Employees covered by this Section 3 shall be 76 per fortnight. The time worked on any one day Monday to Friday inclusive shall not exceed 8 hours to be worked between the hours of 0600 and 1800. Ordinary hours may be worked up to midday Saturday but cannot exceed 4 hours 15 minutes.
- 89.2 The ordinary hours and times mentioned in this clause may be altered by mutual consent so long as the ordinary hours of labour for the fortnight do not exceed 76 or 152 hours in a 4 week work cycle.
- 89.3 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the Agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:
- (a) work health and safety issues (including the ACTU Code of Conduct on 12 hour Shifts);
  - (b) monitoring of health subsequent to implementation;
  - (c) suitable rostering arrangements being made; and
  - (d) proper supervision being provided.

### 90 INTERVALS BETWEEN SHIFTS

- 90.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:
- (a) when changing Shifts, in which case a minimum of 8 hours shall apply; and
  - (b) when returning to home station, in which case the provisions of Clause 99 (Travelling Time) shall apply.

- 90.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause shall not apply to Employees working in accordance with sub-clause 90.1.
- 90.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.
- 90.4 The penalties provided for in sub-clauses 90.2 and 90.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 90.5 This clause does not apply where working overtime results in an Employee commencing a new Shift with less than 8 hours off duty as this working is covered within the overtime provisions in Clause 95.

## **91 MEAL BREAKS**

- 91.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.
- 91.2 Employees who are required to work in excess of one and a half hours overtime immediately after ordinary working hours shall be permitted a crib break of 20 minutes, prior to the commencement of such overtime without deduction of pay.
- 91.3 If after having worked overtime for 4 hours, from the conclusion of the previous crib break and required to continue working, a further crib break of 20 minutes shall be allowed without deduction of pay.

## **92 SUNDAY TIME**

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

## **93 SHIFT WORK**

### **93.1 Workshops**

- (a) For Metal Trades and Miscellaneous Maintenance Employees irrespective of work location:
- (b) "Night Shift" means a Shift where half or more than half of the ordinary Shift is worked between 1800 and 0600.
- (c) All ordinary hours worked on a Night Shift, other than on a public holiday:
- (i) shall be paid at time and a quarter.
  - (ii) if less than 5 consecutive night Shifts are worked, Employees shall be paid at time and a half, unless:
    - A they lose time of their own account;
    - B a full weeks work is completed in 4 Shifts;
    - C they are booked off because of having worked overtime; and
    - D a public holiday occurs.
- (d) Overtime worked after the completion of a Night Shift shall be paid for at double-time.

- (e) Where a Night Shift occurs on a public holiday both Night Shift and public holiday rates are to be paid.

### 93.2 **Equipment Examiners**

All ordinary hours worked between 1800 and 0600 on days other than Saturday or Sunday shall be paid at time and a quarter.

### 93.3 **For Electrical Trades, Miscellaneous Maintenance and Coachmaking Trades not covered by Clause 93.1**

- (a) "Afternoon Shift" means a Shift in which ordinary time finishes at or between 1801 and 2400.
- (b) "Night Shift" means a Shift in which ordinary time finishes at or between 2400 and 0800.
- (c) Where Afternoon and Night Shifts are worked regularly, ordinary hours shall be paid at 15% extra for each Shift worked.
- (d) Subject to sub-clause 93.3(c), where Afternoon or Night Shifts are irregular:
  - (i) If the Shifts are worked on 5 or less consecutive days ordinary hours shall be paid at the rate of time and a half for the first 4 hours and double time thereafter.
  - (ii) On the 6th and subsequent consecutive days 15% more than ordinary rates shall be paid.

### 93.4 **Other Employees**

- (a) For Employees not covered by sub-clause 93.1, 93.2 or 93.3:
  - (i) "Afternoon Shift" means a Shift on which ordinary time commences before and concludes after 1800.
  - (ii) "Night Shift" means a Shift on which ordinary time commences at or between 1800 and 0359.
  - (iii) "Early Morning Shift" means a Shift on which ordinary time commences at or between 0400 and 0530.
- (b) For all hours paid at ordinary time rates on days other than a Saturday, Sunday or Public Holiday Employees shall be paid the allowance:
  - (i) set out at item 2 of Schedule 3B for an Afternoon Shift;
  - (ii) set out at item 3 of Schedule 3B for a Night Shift;
  - (iii) set out at item 4 of Schedule 3B for an Early Morning Shift.

In calculating these allowances, parts of an hour of less than 30 minutes shall be disregarded and a period of 30 minutes to 59 minutes shall be paid for as an hour.

- (c) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid a loading for that Shift as set out at item 5 of Schedule 3B, provided that the loading is not payable on a Public Holiday or overtime Shift.

## **94 WORKING ON BOOK OFF DAY**

- 94.1 Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half, where another day off in lieu is granted. Working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of Section 3.
- 94.2 A book off day shall be of at least 24 hours duration, with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.

## **95 OVERTIME**

- 95.1 All time worked in excess of the hours prescribed within Clause 89 (Ordinary Hours of Work) shall be overtime.
- 95.2 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.
- 95.3 Overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, in each period of 24 hours calculated from the commencement of work on any day.
- 95.4 Overtime worked at the conclusion of an extended Shift (as provided for within Sub-clause 89.3):
- (a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid for at time and one half;
  - (b) if commenced after 11 or more ordinary hours of work shall be paid for at double-time.
- 95.5 If as a result of working overtime an Employee does not have a continuous break of 8 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 8 continuous hours shall be granted without reduction of pay for ordinary hours occurring during such period. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.
- 95.6 Employees who work more than 8 hours overtime finishing immediately prior to or within 4 hours of their ordinary starting time on a Monday:
- (a) shall be granted either 4 hours resting time upon completion of the overtime work and paid for so much of such 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or
  - (b) shall be paid at the rate of time and a half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift until they have had 4 consecutive hours rest.
- 95.7 Any travelling or waiting time to be paid for shall be at ordinary rates but shall constitute part of the 8 hour break or the 9 hour break as the case may be.
- 95.8 Time worked and paid for under Clause 96 (Call Outs), which is not of 3 hours duration or more is not treated as overtime for the purposes of sub-clause 95.5.
- 95.9 Employees, on day work, who are required to work during their meal break shall be paid overtime for the period of the meal interval actually worked and are to be paid at the rate of time and one half until they are allowed the usual meal intervals or allowed 20 minutes crib break.
- 95.10 All overtime worked on a Sunday shall be payable at the rate of double-time.

## **96 CALL OUTS**

- 96.1 Employees called out for emergency work after working hours shall be paid for not less than 4 hours at the appropriate penalty rate.
- 96.2 Employees called out to commence duty less than 3 hours before the usual starting time and who present themselves as called for duty shall be paid at the rate of time and a half on week-days and double-time on Sunday from the time they commenced the call out Shift until the time they would ordinarily commence duty.
- 96.3 Employees called out for duty which is to commence 3 hours or more before their ordinary starting time shall be treated as if they had been called out after working hours.
- 96.4 Payments made under this clause shall not be subject to any extra payment whatsoever under any other clause.

## **97 ON CALL ALLOWANCE**

### **97.1 Definition:**

“On Call” means an Employee who has been directed by the Employer to be available outside their normal working hours for recall to duty. The Employee must be contactable and available for duty as required.

- 97.2 An Employee On Call shall be paid an allowance as set out at item 6 of Schedule 3B for a night, as set out at item 7 of Schedule 3B a day, or a total as set out at item 8 of Schedule 3B for a day and a night, except when:

- (a) called out for duty and paid under Clause 96 (Call Outs);
- (b) required to work planned overtime which attracts the equivalent or greater payment; or
- (c) permission is granted to leave the relevant district or section.

## **98 EXCESS TRAVELLING TIME**

- 98.1 Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.
- 98.2 Travel time is paid at ordinary time, except on Sundays when the rate will be time and one half.
- 98.3 Asset Maintenance Employees may be deployed as required by the Employer within their district without additional payment or allowances.

## **99 TRAVELLING TIME**

- 99.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a berth is provided the maximum payment shall be for 8 hours. Provided that payment for any journey which exceeds 12 hours shall not be less than the working time lost on the day through travelling plus payment for travelling time up to 8 hours. The 24 hours shall count from time travel first commenced on a particular day.
- 99.2 Employees who are required to travel for an extensive period (12 hours or more) without being provided with a sleeping berth and who arrive at the destination within 4 hours of the commencing time of the rostered Shift shall, where the nature of the work permits, be

allowed up to 8 hours rest. Any part of the 8 hours which extends into the working Shift shall be paid for at single rate subject to a maximum payment of 4 hours.

99.3 Employees shall not be entitled to payment for any travelling or resting time when they are:

- (a) transferred from their home station at their request, except in the case of promotion; or
- (b) transferred due to strike conditions.

99.4 Travel time is paid at ordinary time, except on Sundays when the rate shall be at time and one half.

## **100 TRAVELLING AND INCIDENTAL EXPENSES**

100.1 Employees, unless otherwise provided for in this clause, who are required to undertake work temporarily at a location away from their home station/depot and/or residence, and who are approved by the Employer to stay away from their home residence in overnight accommodation will have their suitable accommodation and Sydney Trains work vehicle parking pre-arranged and paid for by the Employer and be eligible as follows:

- (a) for the period the Employee remains away from their home station/depot, an Employee will be paid item 10 of Schedule 3B per Breakfast, Lunch or Dinner service, in accordance with sub-clause 100.3 up to a maximum of 3 services per day; however
- (b) if the Employer provides the Employee with a meal as part of the accommodation provided, the Employee will not be paid the service for that service period.

The Employer may require an Employee to stay away from their home residence in overnight accommodation in accordance with its policies and procedures as amended from time to time. Approval for an employee to stay away from their home residence in overnight accommodation will not be unreasonably withheld.

100.2 Employees working to a non-Shiftwork roster shall receive accommodation and meals in accordance with sub-clause 100.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a Shiftwork roster at the same place. Thereafter the rates set out at item 13 shall apply per Breakfast, Lunch and Dinner service in accordance with sub-clause 100.1.

100.3 A service entitlement will be calculated as follows:

Breakfast	-	Depart home station before 0700 or return thereto after 0800.
Lunch	-	Depart home station before 1300 or return thereto after 1400.
Dinner	-	Depart home station before 1830 or return thereto after 1830.
Bed / Night Meal-		Depart home station before 0100 or return thereto after 0100.

100.4 Employees, who are:

- (a) relieving for holidays for periods of not less than 2 weeks; or
- (b) who are transferred temporarily from their home station to another place,

and where the transfer or holiday relief necessitates their living temporarily away from their regular place of residence, will be paid an allowance as set out at item 14 of

Schedule 3B per week of 7 days. Existing practices in the making of temporary transfers shall not be altered merely in consequence of this provision.

- 100.5 In emergency situations, it may be necessary for an Employee to incur expenses for overnight accommodation. In such situations, where it has been agreed with the Employer beforehand, an Employee who incurs reasonable and actual expenses supported by receipts will be reimbursed by the Employer.
- 100.6 Where it is necessary for an Employee who travels daily when engaged on work away from their home station to have more than one meal per ordinary Shift away from the home station the Employee shall be paid as set out at item 11 of Schedule 3B for each meal in excess of one.
- 100.7 Employees who ordinarily return home during their Shift for a meal when working at their home station and who are notified after attending for duty at their home station that they are required to work at a place which will not permit them to have their meal at their home, as had been arranged by them prior to attending for duty, shall be granted a meal allowance as set out at item 11 of Schedule 3B.
- 100.8 Employees, who are required to work overtime for more than 2 hours immediately after their ordinary finishing time, without having been notified 24 hours before of requirement to work, will either be supplied with a meal by the Employer, or be paid as set out at item 11 of Schedule 3B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

#### **101 PENALTY RATES NOT CUMULATIVE**

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

#### **102 RIGHT TO DEDUCT PAY**

- 102.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of industrial action by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.
- 102.2 The Employer shall issue Employees with written notification of the stand down.
- 102.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.
- 102.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.
- 102.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.
- 102.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice which they are required to give to the alternative Employer, provided that it does not exceed one week.
- 102.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.

- 102.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.
- 102.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

### **103 ALLOWANCES**

- 103.1 The following allowances in this clause are not cumulative. Unless otherwise stated allowances shall be paid subject to the following conditions:

- (a) only one allowance shall be paid at any one time for the same work; and
- (b) if two allowances are applicable to any work then the higher amount shall be paid,

provided that this sub-clause shall not apply to height money, wet work or confined space, the rates for which are cumulative.

#### **103.2 Height Money**

Employees, excepting scaffolders, block and tackle hands, riggers and or spicers, when working 15 metres or more above the nearest horizontal plane, shall be paid as set out at item 15 of Schedule 3B per hour whilst so engaged subject to a minimum as set out at item 15A of Schedule 3B per Shift.

#### **103.3 Respirator Allowance**

- (a) Employees working in an environment which requires the mandatory wearing of full protective equipment which includes hood and air line respirator, shall be paid an allowance as set out at item 17 of Schedule 3B per hour whilst required to wear such protective equipment.
- (b) Employees who, because of the nature of the work, are required to wear respirators for four hours or more in a Shift shall be paid as set out at item 16 of Schedule 3B extra per Shift.

#### **103.4 Tunnel Money**

- (a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as set out at item 18 of Schedule 3B per hour.
- (b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this sub-clause.

#### **103.5 Wet Work**

- (a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as set out at item 19 of Schedule 3B per hour extra while required to work in such clothing or boots.
- (b) This allowance shall not be payable where suitable personal protective equipment and/or footwear is provided by the Employer.

### 103.6 **Other Allowances**

- (a) Suburban Electric Services Tradespersons (including Leading Hands) and their assistants employed on maintenance work in Suburban Electric Services Depots shall be paid an allowance as set out at item 20 of Schedule 3B per week for all the disabilities associated with their work.
- (b) Employees designated as mechanical or electrical equipment examiners shall be paid an allowance as set out at item 21 of Schedule 3B per week.

### 103.7 **Confined Space**

- (a) An allowance as set out at item 22 of Schedule 3B per hour shall be paid to Employees when working in a confined space on a job in a recognised workshop.
- (b) This allowance shall be paid in accordance with present practices, and in cases not covered by a present practice, as the Employer may determine.

### 103.8 **Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 23 of Schedule 3B.

### 103.9 **Higher Standards Cleaning Allowance**

- (a) Cleaning Attendants and Cleaners in Charge, including In Transit Cleaners, Turn Around Cleaners and Station Cleaners will be paid a Higher Standards Cleaning allowance as set out at item 33 of Schedule 3B for the duration of each shift worked (not for periods of leave) in recognition of the following duties:
  - (i) Removal of graffiti
  - (ii) Removal of hazardous waste
  - (iii) Use of respirators and appropriate PPE
- (b) The Respirator Allowance at item 16 of Schedule 3B will not apply to employees identified in sub-clause 103.9(a).

## 104 **HIGHER GRADE**

- 104.1 Employees engaged for 2 hours or more on one Shift on duties carrying a higher rate than their ordinary classification shall, if the minimum rate for such classification is higher than their ordinary rate, be paid the higher minimum rate for the whole Shift. If so engaged for less than 2 hours on one Shift, Employees shall be paid the higher minimum rate for the time worked, provided that any time occupied on meal relief in either a wages or salaried position shall not be regarded as acting in a higher grade.
- 104.2 When Employees act in a higher grade for which wage rates are provided according to years of service, they shall, from the date they accumulated 12 months service on such acting work, made up of periods of not less than 4 hours continuous acting service, but not earlier than 12 months from the date of acting rate was first paid, be paid the wage rate prescribed for the 2nd year and, after having accumulated 2 years acting service under similar conditions, the 3rd year's rate where it is provided and so on.
- 104.3 Employees ordered to act in or to relieve in a lower grade shall not have their rate of pay reduced whilst so employed, except in cases of punishment or of general retrenchment, or where by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

104.4 When an Employee acts in a higher or lower grade all employment conditions (other than pay) applicable to that grade will apply to the Employee.

**105 RATES OF PAY, ALLOWANCES AND EXPENSES**

105.1 Rates of pay are set out in Schedule 3A.

105.2 Allowances and expenses are contained in Schedule 3B.

## SCHEDULE 3A CLASSIFICATION & RATES OF PAY

Schedule 3A - Classification & Rates of Pay	1 May 2022		1 May 2023	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
<b>Rollingstock</b>				
Boilermaker Welder Special Experienced	\$1,182.10	<b>\$1,250.95</b>	\$1,217.90	<b>\$1,288.85</b>
Boilermaker Experienced	\$1,241.90	<b>\$1,310.75</b>	\$1,279.55	<b>\$1,350.50</b>
Car & Wagon Fitter	\$1,186.30	<b>\$1,255.15</b>	\$1,222.25	<b>\$1,293.20</b>
Car & Wagon Operator	\$1,222.60	<b>\$1,291.45</b>	\$1,259.65	<b>\$1,330.60</b>
Engineering Operator 2	\$989.60	<b>\$1,058.45</b>	\$1,019.60	<b>\$1,090.55</b>
Engineering Operator 3	\$1,069.85	<b>\$1,138.70</b>	\$1,102.25	<b>\$1,173.20</b>
Engineering Operator 4	\$1,128.00	<b>\$1,196.85</b>	\$1,162.20	<b>\$1,233.15</b>
Engineering Operator 5/1	\$1,157.45	<b>\$1,226.30</b>	\$1,192.50	<b>\$1,263.45</b>
Engineering Operator 5/2	\$1,190.50	<b>\$1,259.35</b>	\$1,226.55	<b>\$1,297.50</b>
Engineering Operator 5/3	\$1,192.30	<b>\$1,261.15</b>	\$1,228.45	<b>\$1,299.40</b>
Engineering Operator 6	\$1,278.30	<b>\$1,347.15</b>	\$1,317.05	<b>\$1,388.00</b>
Engineering Operator 7	\$1,336.20	<b>\$1,405.05</b>	\$1,376.70	<b>\$1,447.65</b>
Engineering Operator 8	\$1,394.70	<b>\$1,463.55</b>	\$1,436.95	<b>\$1,507.90</b>
Engineering Operator 8 (ii)	\$1,462.20	<b>\$1,531.05</b>	\$1,506.50	<b>\$1,577.45</b>
Engineering Operator 9	\$1,510.95	<b>\$1,579.80</b>	\$1,556.75	<b>\$1,627.70</b>
Examiner XPT	\$1,222.60	<b>\$1,291.45</b>	\$1,259.65	<b>\$1,330.60</b>
Machinist 2nd Class	\$1,022.90	<b>\$1,091.75</b>	\$1,053.90	<b>\$1,124.85</b>
Moulder's Assistant Foundry	\$968.10	<b>\$1,036.95</b>	\$997.45	<b>\$1,068.40</b>
Plumber Broadmeadow/XPT EO8	\$1,378.15	<b>\$1,447.00</b>	\$1,419.90	<b>\$1,490.85</b>
Plate & Machine Moulder	\$1,036.50	<b>\$1,105.35</b>	\$1,067.90	<b>\$1,138.85</b>
*Rail Technician Level 1	\$1,539.50	<b>\$1,608.35</b>	\$1,586.15	<b>\$1,657.10</b>
*Rail Technician Level 2	\$1,608.70	<b>\$1,677.55</b>	\$1,657.45	<b>\$1,728.40</b>
*Rail Maintainer 2 Level 2	\$1,494.10	<b>\$1,562.95</b>	\$1,539.35	<b>\$1,610.30</b>
*Rail Maintainer 2 Level 1B	\$1,441.05	<b>\$1,509.90</b>	\$1,484.70	<b>\$1,555.65</b>
*Rail Maintainer 2 Level 1	\$1,405.55	<b>\$1,474.40</b>	\$1,448.15	<b>\$1,519.10</b>
*Rail Maintainer 1 Level 2	\$1,252.05	<b>\$1,320.90</b>	\$1,290.00	<b>\$1,360.95</b>
*Rail Maintainer 1 Level 1	\$1,183.30	<b>\$1,252.15</b>	\$1,219.15	<b>\$1,290.10</b>
<b>*Note – These rates are inclusive of datalogger allowance per week (schedule 3B item 28) and experienced trades allowance per week (schedule 3B item 27) as appropriate</b>				
Storeman Class 1	\$1,047.80	<b>\$1,116.65</b>	\$1,079.55	<b>\$1,150.50</b>
Storeperson XPT	\$1,105.95	<b>\$1,174.80</b>	\$1,139.45	<b>\$1,210.40</b>
Sewing Machinist	\$998.05	<b>\$1,066.90</b>	\$1,028.30	<b>\$1,099.25</b>
Truck Driver FMC / XPT	\$1,222.60	<b>\$1,291.45</b>	\$1,259.65	<b>\$1,330.60</b>
<b>Presentation Services</b>				
Cleaning Attendant	\$968.75	<b>\$1,037.60</b>	\$998.10	<b>\$1,069.05</b>
Cleaner In charge	\$1,105.95	<b>\$1,174.80</b>	\$1,139.45	<b>\$1,210.40</b>
Operator Anderson Steam Cleaner	\$977.95	<b>\$1,046.80</b>	\$1,007.60	<b>\$1,078.55</b>
Wash Plant Operator (ETR)	\$989.55	<b>\$1,058.40</b>	\$1,019.55	<b>\$1,090.50</b>
<b>Labourer Other Asset Management</b>				
Motor Lorry Driver 6-7 Tonnes	\$1,151.20	<b>\$1,220.05</b>	\$1,186.10	<b>\$1,257.05</b>

Rough Carpenter	\$998.05	<b>\$1,066.90</b>	\$1,028.30	<b>\$1,099.25</b>
Station Assistant 2 Asset Management	\$967.90	<b>\$1,036.75</b>	\$997.25	<b>\$1,068.20</b>
*Asset Maintainer	\$1,435.80	<b>\$1,504.65</b>	\$1,479.30	<b>\$1,550.25</b>
*Rates are inclusive of Tool Allowance				

## SCHEDULE 3B - ALLOWANCES

	1 May 2022	1 May 2023
<b>Industry Allowance</b>		
<b>Item 1</b> Industry Allowance	\$68.85	\$70.95
<b>Shift Work</b>		
<b>Item 2</b> Afternoon Shift	\$4.12	\$4.24
<b>Item 3</b> Night Shift	\$4.86	\$5.01
<b>Item 4</b> Early Morning Shift	\$4.12	\$4.24
<b>Item 5</b> Additional loading	\$4.86	\$5.01
<b>On Call</b>		
<b>Item 6</b> Ordinary on Call - Night	\$12.02	\$12.38
<b>Item 7</b> Ordinary on Call - Day	\$17.99	\$18.54
<b>Item 8</b> Ordinary on Call - Day & Night	\$30.01	\$30.92
<b>Travelling and Incidental Expenses</b>		
<b>General</b>		
<b>Item 9</b> DELETED		
<b>Item 10</b> Per service entitlement	\$53.85	\$55.50
<b>Item 11</b> per Meal/Overtime meal	\$21.60	\$22.25
<b>Item 12</b> DELETED		
<b>Item 13</b> per service entitlement	\$47.25	\$48.70
<b>Item 14</b> Holiday Relief/Temp Trans (per week)	\$967.40	\$996.70
<b>Item 15</b> Height (a) (per hour)	\$0.37	\$0.38
<b>Item 15A</b> Height (b) (per Shift)	\$1.17	\$1.21
<b>Item 16</b> Respirators Cartridge (per shift)	\$2.59	\$2.67
<b>Item 17</b> On line respirator (per hour)	\$3.12	\$3.21
<b>Item 18</b> Tunnel money	\$0.72	\$0.74
<b>Item 19</b> Wet work (per hour)	\$0.56	\$0.58
<b>Item 20</b> Suburban Elect Service Depots (per week)	\$20.27	\$20.88
<b>Item 21</b> Elect. Equip. Examiner (per week)	\$13.39	\$13.80
<b>Item 22</b> Confined Space (per hour)	\$0.84	\$0.87
<b>Item 23</b> Dirty work (per hour)	\$1.18	\$1.22
<b>Item 25</b> First Aid Allowance (per Shift)	\$3.57	\$3.68
<b>Item 26</b> OH First Aid Certificate (per Shift)	\$5.16	\$5.32
<b>Item 27</b> Experienced Trades Allowance (per week)	\$30.15	\$31.06
<b>Item 28</b> Data Logger Allowance (per week)	\$41.85	\$43.10
<b>Item 29</b> Trainer Assessor Allowance (per hour)	\$4.97	\$5.12
<b>Item 30</b> Leading Hand Allowance (per week)	\$47.03	\$48.46
<b>Item 31</b> Coaching Allowance (per hour)	\$1.87	\$1.93
<b>Item 32</b> Tool Allowance (per week)	\$32.04	\$33.01
<b>Item 33</b> Higher Standards Cleaning Allowance (per hour)	\$2.25	\$2.32

## SECTION 4 – SYDNEY TRAINS OPERATIONS

### 106 APPLICATION OF SECTION 4

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

### 107 DEFINITIONS AND INTERPRETATION

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

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

**Operational Wages Employees** means those Employees listed in Schedule 4A, excluding those classifications under the headings of Train Crew.

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

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

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

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

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

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

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

Provided that when a Guard or Operational Wages Employee travels:

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

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

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

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

## **108 HOURS OF WORK**

108.1 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Union delegate within the area concerned, subject to the following criteria:

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

## **109 INTERVALS BETWEEN SHIFTS**

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

109.2 Operational Wages Employees shall be 10 hours off duty between ordinary Shifts, except:

- (a) when changing Shifts, in which case a minimum of 8 hours shall apply.
- (b) when returning to home station, in which case the provisions of Clause 120 (Travelling Time) shall apply.

109.3 Operational Wages Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause does not apply to Employees working in accordance with sub-clause 109.2 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

109.4 Operational Wages Employees required to commence work on a new Shift with fewer than 8 hours off duty, shall be paid at overtime rates for such Shift.

109.5 The penalties provided for in sub-clauses 109.3 and 109.4 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.

109.6 Employees, who are not informed upon ceasing duty when they will be required shall be free to assume that they will not be required for a period of 12 hours, and shall suffer no disability other than having to wait for the next available job if they are called upon for duty during that period and are not ready.

109.7 Guards who have been booked or directed to attend for duty, and have been notified once or more often that they will not be required till later, shall, after 10 hours have elapsed from the time at which they were originally booked or directed to attend, be allowed, if they so desire, a further period of 8 hours for rest before the time at which they are to take up duty again.

109.8 For the purpose of determining intervals between Shifts at the home stations of guards, travelling time shall be deemed time on duty.

## **110 MEAL BREAKS**

110.1 For all Shifts that exceed 5 hours, Train Crew shall, except in cases of unavoidable necessity, be allowed a meal period between the third and fifth hours of duty of not less than 20 minutes, if driving a suburban electric passenger service; or paid at the same rate of pay received immediately before the commencement of the break.

110.2 Operational Wages Employees, working greater than a 5 hour shift, will be provided with a 20 minute crib break at a time that meets the operational needs and the need for the employee to rest.

## **111 SUNDAY TIME**

111.1 Operational Wages Employees required to work on a Sunday for less than 4 hours shall be subject to a minimum payment of 5 hours. However, this working shall not count as a Shift in the determination of excess Shifts for the fortnight, except where provided for in sub-clause 118.8. Passive time paid for, other than held away from home allowances, shall be paid at the rate of time and a half.

111.2 Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty.

## **112 SHIFT WORK**

112.1 For all Employees:

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

112.2 For all Operational Wages Employees other than Train Crew:

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

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

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

112.3 For Suburban Train Crew:

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

- (i) as set out at item 6 of Schedule 4B for an Afternoon Shift;
- (ii) as set out at item 7 of Schedule 4B for a Night Shift;
- (iii) as set out at item 8 of Schedule 4B for an Early Morning Shift.
- (iv) In calculating this allowance, broken parts of an hour of less than 30 minutes shall be disregarded and periods of 30 minutes to 59 minutes shall be paid for as an hour.

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

## **113 GUARANTEED PAYMENT**

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

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

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

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

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

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

113.3 The Guaranteed Payment, for other than train drivers, is not payable in the case of strike by other Employees or where work is unavailable for a period exceeding one week (7 consecutive days) because of a strike or lock out of other Employees or other workers. In the latter event any of the parties may apply immediately to the Commission for an exemption or variation of this clause considered justified by the actual circumstances.

113.4 This clause applies to time worked on ordinary Shifts only. Time worked on excess Shifts shall be paid for in addition to the Guaranteed Payment.

## **114 WORKING ON BOOK OFF DAY**

114.1 Train Crew who have been booked off for the day and are called upon to take up duty on that day shall be given at their residence 24 hours notice of their requirement for duty, or shall be paid time and a quarter for the whole Shift.

- 114.2 Operational Wages Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half. Where another day off in lieu is granted, working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of this Section 4.
- 114.3 A book off day shall be of at least 24 hours duration with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.
- 114.4 Guards and Operational Wages Employees, who are not working a regular rostered job, cannot be booked off unless they have ceased, or are to cease work on the day, before 1000. When so booked off they cannot recommence duty prior to 0600 the following day.
- 114.5 Notice that Employees are booked off for the day shall be given to Employees wherever possible on the previous day, and, in any case, not later than 1000 on the day off, and notice shall also where practicable, be sent to their homes on the day previous to that day.
- 114.6 Working On Book Off Day (WOBOD) payment for train crew.
- (a) A WOBOD payment for train crew (including Trainee Drivers and Trainee Guards) working beyond 9 days in a short fortnight or 10 days in a long fortnight will apply.
  - (b) To identify what is a working day for the purpose of making a WOBOD payment pursuant to clause 114.6(a) above, Sydney Trains recognises the following days while the train crew are on roster:
    - (i) All subject time
    - (ii) All paid leave excluding Sick Leave, Carers Leave and other forms of leave used in substitute for the purposes of an absence due to illness or carers responsibilities
    - (iii) Sydney Trains training
    - (iv) Periodic Medical Examinations (new medicals included)
    - (v) Sydney Trains requested meetings
    - (vi) Critical Incident Leave
    - (vii) All paid court days including civil (except as a defendant)
    - (viii) Jury Duty
    - (ix) Shifts marked on the roster as 'Not required on Public Holidays and Picnic Days' when otherwise would have been rostered
    - (x) Paid union leave, except when a Driver or Guard attends on a day that is otherwise a book off day.
  - (c) The WOBOD payment will be:
    - (i) 23% of the hourly base rate of pay on each occurrence where a Driver or Guard who has been booked off and subsequently works on the book off day, and receives a payment in accordance with clause 114.1 of the Enterprise Agreement; or

- (ii) 48% of the hourly base rate of pay on each occurrence where a Driver or Guard who has been booked off, and subsequently works on the book off day and does not receive payment in accordance with clause 114.1 of the Enterprise Agreement.
- (d) The WOBOD Payment will be paid for the duration of all shifts commenced on a Book Off Day including where the shift concludes on the day following a Book Off Day. For the purpose of applying the WOBOD Payment, a Book Off Day is defined in clause 114.3 of the Enterprise Agreement, and subject to clause 114.4 of the Enterprise Agreement, includes but is not limited to any Accrued Day Off (ADO), Rostered Day Off (RDO) or Duty Free Day (DFD).
- (e) The WOBOD payment is a payment for overtime which will be paid in addition to any overtime or excess shift payment payable pursuant to clause 118 of the Enterprise Agreement and is therefore not superable.
- (f) The WOBOD payment is not a penalty rate for the purpose of clause 122 of the Enterprise Agreement.
- (g) If in a fortnight a Driver or Guard is due one or more WOBOD payments, and the Driver or Guard takes one or more days of sick leave or carers leave, the WOBOD payment will not be payable on the number of days that match the sick or carers leave commencing with the WOBOD payment that falls first in that fortnight.

## **115 LIMITS OF SHIFTS**

- 115.1 Drivers of suburban electric services shall not be rostered to work more than 8 hour 33 minute Shifts inclusive of crib time.
- 115.2 For Train Drivers, where the rostered working cannot be adhered to because of trains running out of course and it is reasonably practicable to do so, arrangements shall be made to relieve the Train Drivers either on route or on arrival at terminal points so as to avoid, if possible, a working Shift in excess of 11 hours.
- 115.3 For Train Drivers, no Shift shall, except where necessary to enable them to make up their time to ordinary fortnightly hours, be less than 5 hours.
- 115.4 Rosters in the Suburban Electric Service shall not consist of more than 4 ordinary Shifts per fortnight in excess of 193 kilometres and up to and including 217 kilometres. Two hundred and seventeen kilometres is the maximum distance which can be incorporated into Suburban Electrical Service rosters.
- 115.5 Guards may be rostered to work more than 10 hours but not more than 11 hours provided that they:
  - (a) return home by working one Shift instead of booking off for rest away from their home station; or
  - (b) will not, in any case, after arrival at the rostered terminal, with the train they were rostered to run, be required to perform any duty other than that for which they were rostered.
  - (c) excepting in the case of an accident, emergency or unforeseen or practically unavoidable event, straight Shifts worked by guards shall be completed within 11 hours, except in cases where, if relief was not provided, the rostered run can be completed within 12 hours.
- 115.6 Operational Wages Employees whose ordinary hours of labour are 76 hours per fortnight or less shall not be rostered to work more than 9 hours on any one Shift unless Agreement is reached in accordance with the provisions of Clause 25 (Hours of Work).

115.7 No time paid for travelling, waiting and walking, whether carrying an Employer's kit or not after the conclusion of actual work on a Shift shall be taken into account in determining the limit of a Shift.

## **116 BROKEN SHIFTS**

116.1 A broken Shift is one during which Employees are released from duty for other than meal breaks and consists of 2 parts, which, except in cases of accident or unavoidable necessity, shall be completed within 12 hours and must comply with legislative requirements.

116.2 Employees working a broken Shift who have intervals in the day time (i.e. between the hours of 0600 and 2000) shall be booked off for not less than 2 hours; where any such interval is in the night time (i.e. between the hours of 2000 and 0600) the booking off shall be for not less than 4 hours. Such times are to be exclusive of any allowances prescribed for signing on or off duty.

116.3 Where any such interval extends over the day time and night time, then the period in which the greater part of the interval occurs shall determine the length of the interval due. Where the parts are equal then the period in which the Shift finishes shall determine the interval due.

116.4 This clause shall not apply to work provided for in sub-clause 111.1 of Section 4 referring to Shifts of less than 4 hours duration.

116.5 Home stations include temporary home stations in the case of Employees temporarily transferred.

116.6 This clause does not apply to Train Crew. Train Crew cannot be rostered on broken shifts.

## **117 TIME ALLOWANCES**

117.1 The time allowed to Train Crew for preparation and/or stabling and/or other requirements shall not be less than a time determined by actual tests carried out by the Employer and a representative nominated by the union delegate concerned.

117.2 Where the times have been fixed, they shall remain in force so long as the duties and conditions remain unaltered.

117.3 To meet special conditions pertaining in particular localities the Employer, either of its own volition or at the request of the Union delegate may carry out additional tests in like manner as provided in this clause for the purpose of determining the times to be allowed at such localities.

## **118 OVERTIME**

118.1 All time worked in excess of the hours prescribed within Clause 25 (Hours of Work) shall be overtime.

118.2 Within each 24 hour period, overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, calculated from the commencement of work on any day.

118.3 Overtime worked at the conclusion of an extended Shift (as provided for within clause 108):

(a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid at time and one half;

(b) if commenced after 11 or more ordinary hours of work shall be paid for at double time.

- 118.4 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.
- 118.5 An excess Shift is a Shift worked in excess of 9 or 10 Shifts for the fortnight depending upon whether an Employee is on a 19 or 20 day four week cycle (or 18 day four week cycle for Area Controllers subject to clause 25.3), i.e. Shifts in excess of the usual maximum number of Shifts that can be worked for the ordinary fortnightly hours.
- 118.6 Operational Wages Employees and Train Crew working a 19 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 11 hours and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 118.7 Operational Wages Employees and Train Crew working a 20 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 10 hours and 36 minutes and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 118.8 Area Controllers working an 18 Shift cycle will be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 11 hours and double time thereafter. The third and fourth excess shift and the Saturday portion of any excess Shift in a fortnight will be paid at the rate of double time.
- 118.9 When the ordinary hours of duty are worked on 10 or on a less number of Shifts in the pay fortnight and an Employee resumes duty during the currency of the pay fortnight after having been off duty on paid holiday leave, the leave shall be taken into account for the purpose of determining whether or not excess Shifts payable at overtime rates have been worked in the pay fortnight.
- 118.10 Paid leave which is taken after a certain number of Shifts have been worked in a pay fortnight and which leave continues until at least the end of the pay fortnight shall not be taken into account in any way whatsoever for the purpose of ascertaining whether or not excess Shifts have been worked in the pay fortnight.
- 118.11 **Passive Time**
- Time paid to all Employees except Train Crew, for travelling, waiting or walking when not carrying an Employer's kit shall not be taken into account for the purpose of calculating time in excess of ordinary hours for overtime purposes when it eventuates:
- (a) before actual work commences; or
  - (b) after actual work finishes on any straight Shift; or
  - (c) on either portion of a broken Shift; or
  - (d) when it forms no part of a Shift.
- 118.12 Operational Wages Employees whose hours are restricted to 76 hours per fortnight Monday to Friday shall be paid an overtime rate of double time for all overtime worked after 12 noon on a Saturday.
- 118.13 All time worked on a Sunday shall be payable at the rate of double time.
- 118.14 Guards and Operational Wages Employees who are not restricted to 76 hours per fortnight Monday to Friday shall be paid for all overtime, i.e. after 7 hours 36 minutes or 8 hours from time signed on, worked on a Saturday at the rate of double-time.
- 118.15 Drivers working a 19 day four week cycle, shall be paid for all overtime after 8 hours from time signed on worked on a Saturday at the rate of double time.

## **119 EXCESS TRAVELLING TIME**

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

## **120 TRAVELLING TIME**

- 120.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours. Circumstances contained within the Drivers Rostering and Working Arrangements, or the Guards Rostering and Working Arrangements, shall be treated in accordance with the payments specified in those arrangements.
- 120.2 Employees shall not be entitled to payment for any travelling or resting time when they are:
- (a) transferred from their home station at their request, except in the case of promotion; and
  - (b) transferred due to strike conditions.
- 120.3 Travel time, for other than Train Crew who shall be paid in accordance with their passive time Agreement, is paid at ordinary time, except on Sundays when the rate shall be time and one half.

## **121 TRAVELLING AND INCIDENTAL EXPENSES**

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

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

Breakfast;

Lunch;

Dinner; and

Bed.

- 121.2 Employees working to a non-Shiftwork roster shall receive the expenses in Clause 121.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a Shiftwork roster at the same place. Thereafter the daily rate as set out at item 13 of Schedule 4B shall apply per day.

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

Breakfast;

Lunch;

Dinner; and

Bed.

121.4 A 'service entitlement' will be calculated as follows:

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

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

Dinner - Depart home station before 1830 or return thereto after 1830.

Bed - Depart home station before 0100 or return thereto after 0100.

121.5 Train Crew when away from their home station over 10 hours and up to 16 hours but not booked off to rest away from their home station, shall be paid the sum as set out at item 12 of Schedule 4B. The time for this payment shall be computed from the time of signing on at the home depot to signing off at the home depot.

121.6 Train Crew who are transferred temporarily from one station or depot to another, unless at their own request, and such transfer necessitates them living temporarily away from their regular place of residence, shall be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days for so long as they remain on transfer to the station or depot. When away from their temporary home station they shall be paid expenses as provided.

121.7 Operational Wages Employees, who are on the general or roster relief staffs (including Employees acting on same) shall, when engaged on work which does not permit them to return to their home station and/or residence daily, be paid an allowance as set out at item 19 of Schedule 4B per week of 7 days applying the times of sub-clause 121.4.

121.8 Operational Wages Employees engaged on work away from their home stations but able to travel from and to their home station daily shall, if absent from their home station over 10 hours calculated from the time of signing on at the home depot to signing off at the home depot, be allowed as expenses as set out at item 21 of Schedule 4B.

121.9 Operational Wages Employees required to work more than 2 hours overtime immediately after finishing ordinary time and with less than 24 hours notice, shall be paid a meal allowance as set out at item 20 of Schedule 4B, where no meal is supplied by the Employer.

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

## **122 PENALTY RATES NOT CUMULATIVE**

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

## **123 RIGHT TO DEDUCT PAY**

- 123.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of a strike or lockout by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.
- 123.2 The Employer shall issue Employees with written notification of the stand down.
- 123.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.
- 123.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.
- 123.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.
- 123.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice they are required to give to the alternate Employer, provided that it does not exceed one week.
- 123.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.
- 123.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.
- 123.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

## **124 ALLOWANCES**

### **124.1 Dirty Work**

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

### **124.2 Cab Allowance**

- (a) On approval of this Agreement the Security and Cab Allowance was incorporated into the overall rate of pay for the classifications of Guard 1 Year Completion, Guard 2nd Year, Guard Thereafter, Trainer Guard and Principal Guard listed in Schedule 4A and has consequently been removed as a separate allowance.
- (b) On approval of this Agreement the Cab Allowance was incorporated into the overall rate of pay for the classifications of Driver 1 year Competent, Driver 2nd Year, Driver Thereafter, Driver Trainer and Principal Driver listed in Schedule 4A and has consequently been removed as a separate allowance.

### **124.3 Kilometreage Payments**

- (a) Time credited in excess of time worked is to stand alone and not to be included in the computation of overtime.

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

#### 124.4 Higher Standards Cleaning Allowance

If determined in the Wages Order, and in the manner and to the extent so ordered:

- (a) Customer Service Attendants who undertake cleaning duties will be paid an allowance as set out at Item 36 of Schedule 4B for the duration of each shift worked (but not for periods of leave) for the cleaning or removal of hazardous waste.

### 125 HIGHER GRADE

- 125.1 Employees when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 125.2 When Employees act in higher grades for which wage rates are provided according to years of service, they shall, from the date they accumulate 12 months service on such acting work, but no earlier than 12 months from the date the acting rate was first paid, be paid the wage rate prescribed for the second year and, after having accumulated 2 years acting service under similar conditions, the third year's wage rate where it is provided and so on.
- 125.3 Train Drivers, when required to act in other wages classifications on any overtime Shift shall be paid overtime penalties in accordance with the overtime provisions of this Section 4 as they pertain to Train Drivers. Additionally, the Shift work provisions applicable to Train Drivers shall continue to apply irrespective of the class of work being performed.
- 125.4 Guards and Operational Wages Employees, who are engaged for 2 hours or more in a higher graded capacity within a Shift shall be paid the full Shift at the appropriate rate of pay. If engaged for less than 2 hours they shall be paid such rate for the time so worked.
- 125.5 Guards and Operational Wages Employees ordered to act in, or to relieve or to act for another person in a lower grade shall not have their pay reduced whilst so employed, except in cases of punishment or where, by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

### 126 TRAIN DRIVERS

- 126.1 **Working New Years Eve/Easter Show/National Rugby League Grand Final**
  - (a) **Shift Limits:** Diagram sign ons between the hours 0500 hours to 1700 hours maximum Shift limit of 9 hours.33 minutes. Between 1701 hours and 0459 hours' maximum Shift limit of 8 hours.33 minutes.
  - (b) **Rostered Kilometres:** Diagram sign ons between 0500 hours and 1700 hours, maximum 275 kilometres. Between 1701 hours 0459 hours maximum 217 kilometres. These arrangements to operate on the same basis as sub-clause 126.1.

- (c) The working arrangements detailed in sub-clauses 126.1 (a) and (b) will not be used as a precedent in any future discussions on Shift limits or kilometres and no application for any increases in Shift limits or kilometre limits outside the changes contained in this Agreement will be made by Sydney Trains without agreement by the Union.
- (d) **Kilometreage Payments:** Kilometreage payment when reaching 209 kilometres to remain as is at present.
- (e) **Personal Needs Break:**
  - (i) Diagram sign ons between 0500 hours and 1700 hours will include 10 minutes off train when driving related duties exceed 3 hours prior to and after crib. The 10 minutes break is to be exclusive of walking times and be in a recognised meal room/stand-by room.
  - (ii) Diagram sign ons between 1701 hours and 0459 hours will include 10 minutes off train when driving related duties exceed 3 hours after crib, the 10 minute break is to be exclusive of walking times and be in a recognised meal room/stand-by room.
- (f) **Stand-by:** Sign ons between 0500 hours and 1700 hours, rostered 7 hour 36 minute Shift, able to work up to 9 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Sign ons between 1701 hours and 0459 hours, rostered 7 hours 36 minutes Shift are able to work up to 8 hours 33 minutes maximum provided there is mutual agreement reached between supervising officer and driver. Drivers rostered for stand-by and work a Shift that exceeds 209 kilometres are to be paid the kilometreage payment.
- (g) **Sector Four:** Drivers signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a driver to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (h) **Kilometre Jobs:** A maximum of 6 Shifts in excess of 193 kilometres per fortnight with a maximum of 4 in any one week.
- (i) **Crib:** Sign ons between 0500 hours and 1700 hours will include a crib to be partaken between the third and sixth hour on duty. Sign ons between 1701 hours and 0459 hours will include a crib to be taken between the third and fifth hour on duty.
- (j) New Years Eve conditions are as detailed in sub-clauses 126.1 (a) to (i) and Lift up Lay back will be paid on New Year's Eve, and will operate from the Master Roster sign on time for that day. Penalty provisions, where applicable will be paid in accordance with custom and practice.
- (k) For:
  - (i) Easter Show; or
  - (ii) National Rugby League Grand Final,
 New Years Eve working conditions apply subject to a maximum Shift of 9 hours 5 minutes.

## 126.2 Sector Crewing

- (a) Drivers diagrams shall be compiled to ensure that sufficient trips are included in each of the sectors in the suburban system to maintain drivers road knowledge.

- (b) Drivers diagrams shall be compiled to provide for the entry and exit of other sectors to occur outside the peak hours which are as follows, a.m. peak 0600 hours to 0900 hours, p.m. peak 1500 hours to 1830 hours.

### 126.3 **Straight 6 Hour Shift**

- (a) Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. The maximum limit of 217 kilometres will remain. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train during the Shift and would be taken between second and fifth hour at a recognised relief point.
- (b) When day to day reprogramming occurs drivers are not required to work in excess of the 6 hour Shift limit unless there is a mutual Agreement reached between the supervising officer and the Driver.
- (c) Straight six hour Shifts without crib will attract 8 hours payment for the Shift. Where a Driver works in excess of the 6 hours, the time worked will be paid as overtime at the appropriate penalty in addition to the 8 hours. Weekend penalties will apply to the 8 hour payment where applicable.

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

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

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

### 126.5 **Relief Rosters**

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

### 126.6 **Drivers Scheduling, Rostering and Assignment Principles**

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

### 126.7 **Consultative Forums**

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

## 127 TRAIN GUARDS – OTHER CONDITIONS

### 127.1 Working New Years Eve/ Easter Show and NRL Grand Final

- (a) **Shift Limits:** Roster sign ons between the hours 0400 hours to 1800 hours maximum Shift limit 10 hours 5 minutes. Between 1801 and 0359 hours maximum Shift limit 9 hours 5 minutes.
- (b) The working arrangements detailed in sub-clause (a) above will not be used as a precedent in any future discussions on Shift limits and no application for any increases in Shift Limits outside the changes contained in this Agreement will be made by Sydney Trains without agreement by the Union.
- (c) **Break Between Shifts:** When rostered for extended Shifts between 9 hours 30 minutes and 10 hours 5 minutes the break between Shifts will be a minimum of 12 hours.
- (d) **Stand-bys:** Sign ons between 0400 hours and 1800 hours, rostered 7 hours 36 minutes Shift able to work up to 10 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard. Sign ons between 1801 hours and 0359 hours, rostered 7 hours 36 minutes Shift able to work up to 9 hours 5 minutes maximum provided there is mutual agreement reached between supervising officer and Guard.
- (e) **Crib:** Rostered for crib between second and sixth hour of Shift.
- (f) **Personal Needs Break:** 10 minutes off train after crib if on train in excess of 3 hours. The 10 minute break is to be exclusive of walking times and be in a recognised meal room.
- (g) **Kilometre Payment:** For all ETR Shifts in excess of 209 kilometres regardless of time worked.
- (h) **Sector Four:** Guards signing on for sector four working will remain in sector four for the duration of the Shift. However, rosters will not be compiled which require a guard to work continuously in sector four, Shifts shall be spaced throughout the rosters.
- (i) For New Years Eve conditions as detailed in sub-clauses (a) to (h) will apply.
- (j) For other Special Events:
  - (i) Easter Show; or
  - (ii) National Rugby League Grand Final,

New Years Eve working conditions as detailed in sub-clauses 127.1(a) to 127.1(h) will apply, subject to a maximum Shift of 9 hours 35 minutes.

#### (k) Sector Crewing

Rosters shall be compiled to ensure that sufficient trips are included in each of the sectors in the system to maintain guards road knowledge.

Guards rosters shall be compiled to provide for the entry and exit of other sectors to occur outside the peak hours which are as follows, a.m. peak 0600 hours to 0900 hours, p.m. peak 1500 hours to 1830 hours.

#### (l) Straight 6 Hour Shift

Where it is operationally feasible and cost effective, straight 6 hour Shift working on running diagrams will be introduced. Where such Shifts are introduced a payment of 8 hours will be made for the Shift plus any kilometre payment. One personal needs break of 10 minutes, exclusive of walking time, will be provided off train during the Shift and would be taken between the second and fifth hour at a recognised relief point.

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

#### 127.2 **Standard Notification of Absence and Resumption of Duty From Leave for Train Guards**

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

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

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

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

#### 127.4 **Train Guards Advising as to Availability for Overtime Shifts**

Train guards will advise of their non-availability to work their Rostered Day Off by telephone or writing prior to 9.00am on Tuesday before the roster is posted. No prior advice means they must be prepared to work any overtime Shift allotted by Rostering staff on the posted roster. After the roster is posted any additional overtime which was not shown on the posted roster can be accepted by mutual agreement.

#### 127.5 **Consultative Forums**

- (a) When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the Union will be in attendance.
- (b) The Employer will meet the cost of releasing agreed delegates to attend the consultative forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

#### 127.6 **Public Holiday Conversion Allotment**

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

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

## **128 SIGNALLERS/AREA CONTROLLERS – OTHER CONDITIONS**

- 128.1 Should it be identified that classification increases are warranted as a result of new infrastructure or increased responsibility, the appropriate remuneration and grading will be determined prior to the operation of revenue services.
- 128.2 Weekend rostering is to be implemented for public holidays at those locations where normal Monday to Friday rostering currently applies.
- 128.3 Additional Shifts in metropolitan locations when rostered for overtime required for altered working will be allocated for up to 10 hours but not less than 8 hours, with the commencement time determined by the scheduled work and not standard Shift time. All operational staff employed in signal boxes must be certified in appropriate safeworking procedures.
- 128.4 Where there is an identified reduction in workload on any given Shift the parties will examine the appropriateness for adoption of dual control of signalling panels with infrastructure changes where necessary. Where there is an increase or decrease in workload that warrants positions being reviewed, the parties will conduct a review.
- 128.5 The parties are committed to the ongoing use of a competency based training and development programs for Signallers.
- 128.6 The Memorandum Of Understanding for Special Train Notices (STN's) will read as follows:

Should an STN/Circular/VIDE not arrive within the detailed time frames or require alteration, management and Union representatives will confer and agree in regard to adopting the most appropriate arrangements in an endeavour to resolve issues which have potential to impact on the proposed working. Such arrangements may include, but are not limited to, the provision of additional staff, the working of overtime or finally cancellation of the work.
- 128.7 Signaller master rosters will include relief lines. Relief Signallers will have guaranteed access to weekend work on their relief lines, unless directed to relieve on other lines for seven or more consecutive days of the fortnight concerned.
- 128.8 Area Controller master rosters will include relief lines. Relief Area Controllers will have guaranteed access to weekend work on their relief lines, unless directed to relieve on other lines for seven or more consecutive days of the fortnight concerned.

## **129 RATES OF PAY, ALLOWANCES AND EXPENSES**

- 129.1 The rates of pay are set out in Schedule 4A.
- 129.2 Allowances and expenses are contained in Schedule 4B.
- 129.3 **Trainee Drivers**
  - (a) Trainee drivers with no previous train driving experience shall be paid the Trainee rate of pay until qualified as a Driver. Upon qualification as a Driver, the Employee shall complete the remainder of their first year on the completion rate of pay.
  - (b) The Employer will apply recognition of prior learning experience in determining the post-Trainee rates of pay for any driver who has been previously employed as a driver with Sydney Trains or another rail organisation.

- (c) It is agreed that training and assessment procedures must be delivered by Sydney Trains within a twelve month period from the date a Driver commences at each level of the competency based structure. Notwithstanding any failure on the part of Sydney Trains to deliver and implement the necessary training and assessment at each level, a Driver will move to the next level in the structure upon the completion of twelve months service in each step of the incremental structure.

#### **129.4 Trainee Guards**

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

#### **129.5 Signallers**

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

### **130 ASSESSMENT PROCESS - TRAIN DRIVERS AND GUARDS**

- 130.1 Where a Train Driver is assessed as not being able to demonstrate the required level of competence Sydney Trains will determine whether the Driver will need to be removed from safeworking duties whilst undertaking remedial training.
- 130.2 Where a Train Driver is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, Sydney Trains will redeploy the Driver onto other duties.
- 130.3 Subject to 130.1 and 130.2, a Driver will move to the next level in the structure upon the completion of 12 months service in each step of the incremental structure.
- 130.4 Where a guard is assessed as not being able to demonstrate the required level of competence, Sydney Trains determine whether the guard will need to be removed from safeworking duties whilst undertaking remedial training.
- 130.5 Where a guard is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, Sydney Trains will redeploy the guard onto other duties.

### **131 PART-TIME WORK IMPLEMENTATION COMMITTEE - TRAIN CREWING**

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

- (a) Deputy Executive Director Train Crew or Operations Support or nominee;
- (b) HR Business Partner or nominee;
- (c) Secretary or nominee, Locomotive Division, RTBU (Drivers);
- (d) Secretary or nominee, RTBU (Guards);

- (e) ETR or Drivers representative (depending on area under discussion); and
- (f) Guards representative.

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

### **132 SYDNEY YARD EMPLOYEES**

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

### **132A TRAIN CREW ROSTERS**

The following clause applies to Train Crew only:

- (a) The final Master Roster is to be posted no less than 28 days prior to its implementation unless otherwise agreed.
- (b) There will be a maximum of four Master Roster changes in a calendar year unless otherwise agreed.
- (c) A Master Roster shall consist of a minimum of six fortnights unless otherwise agreed.
- (d) Notwithstanding subclause (c) above, the Employer may implement one Master Roster per calendar year consisting of a minimum of three fortnights. Master Rosters implemented in accordance with this sub-clause will not fall in direct succession.
- (e) Clause 132A will expire on the date this Agreement is replaced.

## SCHEDULE 4A - CLASSIFICATIONS & RATES OF PAY

Schedule 4A – Classifications & Rates of Pay	1 May 2022		1 May 2023	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
<b>Train Crew</b>				
Driver 1 Year Trainee	\$1,437.95	<b>\$1,506.80</b>	\$1,481.50	<b>\$1,552.45</b>
Driver 1 Year Competent	\$1,468.20	<b>\$1,537.05</b>	\$1,512.70	<b>\$1,583.65</b>
Driver 2nd Year	\$1,539.20	<b>\$1,608.05</b>	\$1,585.85	<b>\$1,656.80</b>
Driver Thereafter	\$1,575.25	<b>\$1,644.10</b>	\$1,623.00	<b>\$1,693.95</b>
Driver Trainer	\$1,762.15	<b>\$1,831.00</b>	\$1,815.55	<b>\$1,886.50</b>
Principal Driver	\$1,825.55	<b>\$1,894.40</b>	\$1,880.85	<b>\$1,951.80</b>
<b>Guard</b>				
Guard 1 Year Trainee	\$1,274.60	<b>\$1,343.45</b>	\$1,313.20	<b>\$1,384.15</b>
Guard 1 Year Completion	\$1,318.15	<b>\$1,387.00</b>	\$1,358.10	<b>\$1,429.05</b>
Guard 2nd Year	\$1,339.45	<b>\$1,408.30</b>	\$1,380.05	<b>\$1,451.00</b>
Guard Thereafter	\$1,371.05	<b>\$1,439.90</b>	\$1,412.60	<b>\$1,483.55</b>
Trainer Guard	\$1,560.25	<b>\$1,629.10</b>	\$1,607.55	<b>\$1,678.50</b>
Principal Guard	\$1,618.60	<b>\$1,687.45</b>	\$1,667.65	<b>\$1,738.60</b>
<b>Station Operations</b>				
Customer Service Attendant Year 1	\$1,113.05	<b>\$1,181.90</b>	\$1,146.80	<b>\$1,217.75</b>
Customer Service Attendant Year 2	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Customer Service Attendant Class 1 in Training	\$968.15	<b>\$1,037.00</b>	\$997.50	<b>\$1,068.45</b>
Customer Service Attendant Class 1 Competent (Cleaning)	\$1,089.75	<b>\$1,158.60</b>	\$1,122.75	<b>\$1,193.70</b>
Customer Service Attendant Class 2 Competent Mailroom	\$1,162.70	<b>\$1,231.55</b>	\$1,197.95	<b>\$1,268.90</b>
Customer Service Team Leader Competent Mailroom	\$1,266.55	<b>\$1,335.40</b>	\$1,304.95	<b>\$1,375.90</b>
<b>Customer Service Attendant Class 1</b>				
Customer Service Attendant Class 1 Competent	\$1,078.85	<b>\$1,147.70</b>	\$1,111.55	<b>\$1,182.50</b>
Customer Service Attendant Class 2 Competent	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Customer Service Attendant Class 2 in Training	\$1,113.05	<b>\$1,181.90</b>	\$1,146.80	<b>\$1,217.75</b>
Customer Service Attendant Class 2 Safeworking	\$1,192.70	<b>\$1,261.55</b>	\$1,228.85	<b>\$1,299.80</b>
Customer Service Team Leader Competent	\$1,253.80	<b>\$1,322.65</b>	\$1,291.80	<b>\$1,362.75</b>
Customer Service Team Leader Safeworking	\$1,290.45	<b>\$1,359.30</b>	\$1,329.55	<b>\$1,400.50</b>
<b>Goods Assistant</b>				
Goods Assistant Class 1	\$950.10	<b>\$1,018.95</b>	\$978.90	<b>\$1,049.85</b>
<b>Leading Station Assistant</b>				
Leading Station Assistant	\$1,021.85	<b>\$1,090.70</b>	\$1,052.80	<b>\$1,123.75</b>
<b>Station Assistant Class 1 Sydney Yard</b>				
Station Assistant Class 1 Sydney Yard	\$998.05	<b>\$1,066.90</b>	\$1,028.30	<b>\$1,099.25</b>
<b>Head Station Assistant Special Class</b>				
Head Station Assistant Special Class	\$1,082.35	<b>\$1,151.20</b>	\$1,115.15	<b>\$1,186.10</b>
<b>Sydney Central Customer Service Attendant Level 1</b>				
Sydney Central Customer Service Attendant Level 1	\$1,044.95	<b>\$1,113.80</b>	\$1,076.60	<b>\$1,147.55</b>

Sydney Central Customer Service Attendant Level 2	\$1,135.95	<b>\$1,204.80</b>	\$1,170.35	<b>\$1,241.30</b>
Sydney Central Customer Service Attendant Level 3	\$1,186.85	<b>\$1,255.70</b>	\$1,222.80	<b>\$1,293.75</b>
Sydney Central Customer Service Attendant	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Sydney Central Team Leader	\$1,253.80	<b>\$1,322.65</b>	\$1,291.80	<b>\$1,362.75</b>
Customer Attendant Level 1	\$1,044.95	<b>\$1,113.80</b>	\$1,076.60	<b>\$1,147.55</b>
Customer Attendant Level 2 Qualified	\$1,078.70	<b>\$1,147.55</b>	\$1,111.40	<b>\$1,182.35</b>
Senior Customer Service Attendant Level 3	\$1,186.85	<b>\$1,255.70</b>	\$1,222.80	<b>\$1,293.75</b>
Station Assistant Class 1	\$922.45	<b>\$991.30</b>	\$950.40	<b>\$1,021.35</b>
Redfern Intelligence Liaison Officer	\$1,401.15	<b>\$1,470.00</b>	\$1,443.60	<b>\$1,514.55</b>
Redfern Intelligence Liaison Officer - Team Leader	\$1,467.10	<b>\$1,535.95</b>	\$1,511.55	<b>\$1,582.50</b>
<b>Rollingstock</b>				
Fleet Operator XPT	\$1,339.10	<b>\$1,407.95</b>	\$1,379.65	<b>\$1,450.60</b>
<b>Operations</b>				
Trainee Signaller	\$1,098.70	<b>\$1,167.55</b>	\$1,132.00	<b>\$1,202.95</b>
Trainee Signaller Qualified	\$1,119.85	<b>\$1,188.70</b>	\$1,153.80	<b>\$1,224.75</b>
Signaller Grade 1 1st Year	\$1,179.95	<b>\$1,248.80</b>	\$1,215.70	<b>\$1,286.65</b>
Signaller Grade 1 Thereafter	\$1,264.30	<b>\$1,333.15</b>	\$1,302.60	<b>\$1,373.55</b>
Signaller Grade 2 1st Year	\$1,283.10	<b>\$1,351.95</b>	\$1,322.00	<b>\$1,392.95</b>
Signaller Grade 2 Thereafter	\$1,324.05	<b>\$1,392.90</b>	\$1,364.15	<b>\$1,435.10</b>
Signaller Grade 3 1st Year	\$1,368.10	<b>\$1,436.95</b>	\$1,409.55	<b>\$1,480.50</b>
Signaller Grade 3 Thereafter	\$1,420.85	<b>\$1,489.70</b>	\$1,463.90	<b>\$1,534.85</b>
Signaller Grade 4	\$1,504.95	<b>\$1,573.80</b>	\$1,550.55	<b>\$1,621.50</b>
Area Controller Grade 1	\$1,589.40	<b>\$1,658.25</b>	\$1,637.55	<b>\$1,708.50</b>
Area Controller Grade 2	\$1,697.10	<b>\$1,765.95</b>	\$1,748.50	<b>\$1,819.45</b>
Area Controller Grade 3	\$1,819.65	<b>\$1,888.50</b>	\$1,874.80	<b>\$1,945.75</b>
Head Shunter Special Class	\$1,328.50	<b>\$1,397.35</b>	\$1,368.75	<b>\$1,439.70</b>
Head Shunter	\$1,248.60	<b>\$1,317.45</b>	\$1,286.45	<b>\$1,357.40</b>

## SCHEDULE 4B - ALLOWANCES

Schedule 4B - Allowances		
	1 May 2022	1 May 2023
<b>Industry Allowance</b>		
<b>Item 1</b> Industry Allowance	\$68.85	\$70.95
<b>Shift Work</b>		
<b>Operational Employees other than suburban drivers and guards:</b>		
<b>Item 2</b> Afternoon Shift	\$4.12	\$4.24
<b>Item 3</b> Night Shift	\$4.86	\$5.01
<b>Item 4</b> Early Morning Shift	\$4.12	\$4.24
<b>Item 5</b> Additional loading (Sign on/off at or between 0101 and 0359 Mon. to Fri)	\$4.86	\$5.01
<b>Suburban drivers and guards:</b>		
<b>Item 6</b> Afternoon Shift	\$4.25	\$4.38
<b>Item 7</b> Night Shift	\$5.01	\$5.16
<b>Item 8</b> Early Morning Shift	\$4.25	\$4.38
<b>Item 9</b> Additional loading (Sign on/off)	\$5.01	\$5.16
<b>Travelling and Incidental Expenses</b>		
<b>Item 10</b> Rate per Day	\$214.95	\$221.45
<b>Item 11</b> Per service	\$53.85	\$55.50
<b>Item 12</b> per Meal / Overtime meal	\$12.80	\$13.20
<b>Item 13</b> after 4 weeks per day	\$188.85	\$194.55
<b>Item 14</b> Per service	\$47.20	\$48.65
<b>Item 19</b> Holiday Relief/ Temp Trans.	\$967.40	\$996.70
<b>Item 20</b> per Meal / Overtime meal	\$21.60	\$22.25
<b>Item 21</b> Absent over 10 hours	\$12.80	\$13.20
<b>Item 24</b> DELETED		
<b>Item 25</b> DELETED		
<b>Item 26</b> Dirty Work	\$1.18	\$1.22
<b>Item 28</b> First Aid Allowance (per Shift)	\$3.57	\$3.68
<b>Item 29</b> OH First Aid Certificate (per Shift)	\$5.16	\$5.32
<b>Item 30</b> Station Disability Allowance (a) (per hr)	\$0.43	\$0.44
<b>Item 31</b> Station Disability Allowance (b) (per hr)	\$0.85	\$0.88
<b>Item 34</b> Workplace Training & Assessment (per hr)	\$4.97	\$5.12
<b>Item 35</b> CSA Coaching (per hr)	\$1.87	\$1.93
<b>Item 36</b> Higher Standards Cleaning Allowance (per hour)	(subject to arbitration)	(subject to arbitration)

## SECTION 5 – SYDNEY TRAINS INFRASTRUCTURE WORKERS /COMMERCIAL

### APPLICATION OF SECTION 5

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

### 133 DEFINITIONS

**Civil Discipline** for the purposes of sub-clauses 145.6 and 145.11 shall mean wages Employees covered by either of the track/structures/resurfacing, construction, signals mechanical, survey or quarry operator competency structures as listed in Schedule 5C of this Section 5.

**Construction Work** means all work involving railway construction, duplication and deviation work but excluding work in a recognised workshop, or electrical, mechanical, plumbing work or work associated with lifts and escalators.

**Construction Worker** means any Employee engaged on Construction Work.

**Permanent Quarries** means the Employer's quarries known as Bombo.

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

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

**Salaried Employees** means those Employees classified at Level 4.2 or above or previously classified as IW3A or above.

**Wages Employee** is an Employee who is paid a weekly rate of pay.

**Weekend** means either a Saturday, or Sunday, or a Saturday and a Sunday (i.e. consecutive calendar days).

**Change of Shift** means a change from day Shift to afternoon Shift, from afternoon Shift to night Shift, from night Shift to day Shift or vice versa and includes a Shift that is changed from one day to another.

**Roster Cycle** means a period of twenty eight (28) days commencing on the first day of a pay period (Sunday) and concluding on the last day of the subsequent pay period (Saturday). There are two pay periods per roster cycle.

### 134 RATES OF PAY, ALLOWANCES AND EXPENSES - GENERAL

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

134.2 Allowances and expenses are contained in Schedule 5B.

### 135 CLASSIFICATIONS

#### 135.1 General

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

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

### 135.2 **Classification Structures**

- (a) The classification structure contained in Schedule 5C is based on competency development and progression.
- (b) The parties will vary the competency mix to give effect to improvements made by Industry Skills Councils and/or to satisfy changes to operational needs.
- (c) If, during the life of this Agreement, the Employer determines that there has been a substantial increase in the overall complexity and range of specialised skills in the competency structure that justifies a higher pay level, the Employer will (subject to required government approvals), vary Schedule 5C by moving the ULCP in a classification stream to a higher pay level.
- (d) Where the ULCP is moved in line with sub-clause 135.2(c) above, the Supervisory Roles in a classification stream will also be moved to a higher pay level, provided:
  - (i) the move of the ULCP results in less than two pay levels between the ULCP and the first level of Supervisory Role in that stream, or
  - (ii) the move of the first level of Supervisory Role results in less than two pay levels between each subsequent Supervisory Role in that stream.

For example, as a result of 135(c) above if the ULCP within the Rail Traction stream in Schedule 5C was to move from pay level 4.1 to 4.2, the WGL pay level would move from 4.3 to 4.4.

The difference in pay level for the Supervisory Roles is in recognition of the supervisory, leadership, and associated responsibilities required of these positions.

- (e) An Infrastructure Worker's pay level will not be modified to match any change in the ULCP pay level until such time as the Employee successfully gains the relevant competency or competencies that gave rise to the change in pay level. The change in pay level will come into effect from the first full pay period after the attainment of the relevant competency or competencies by the Employee.
- (f) WGL's and TL's may be required to obtain additional qualifications as part of this process. The Employer must facilitate a reasonable opportunity for a WGL / TL to undertake the training. If the WGL / TL fails to access the opportunity, and gain the required competencies in a reasonable timeframe, the rate of pay will revert to their substantive grade.
- (g) In this subclause 135.2:

**TL** means Team Leader within a classification stream

**WGL** means Work Group Leader within a classification stream

**ULCP** means Upper Limit of Competency Progression

**"Supervisory Role"** means WGL and TL

### 135.3 **Classification Structure – Workshops and Quarries**

In relation to workshops and quarries Employees, the competency based arrangements within this Section 5, including utilisation of alternate competency streams where appropriate, will be

varied to give effect to improvements made by Industry Skills Councils and/or to satisfy changes to operational needs.

*The following is included in the Sydney Trains letter of commitment dated 31 August 2022 and is applicable to Infrastructure Workers in Sydney Trains only.*

### **Background**

Issues relating to the review of the competency structures and the ability for the business to move the ULCP, Work Group Leader (WGL) and Team Leader (TL) within these structures have been raised by the CRU. The context for this discussion includes the ongoing review of the infrastructure worker competency structures.

Sydney Trains puts forward this Letter of Commitment to address specific claims of the Unions regarding the competency review processes, and potential remuneration changes to the ULCP and pay levels of WGLs and TLs.

### **Working Group**

Sydney Trains will establish a Working Group chaired by Nev Nichols, Executive Director Engineering & Maintenance, with representatives from Sydney Trains Engineering & Maintenance Branch and the relevant unions. The first meeting of the Working Group will take place prior to 30 November 2022 and will move to implementation of the outcomes determined within the Working Group according to the timeframes noted below.

### **Commitments**

The parties recognise that the current Upper Limits of Competency Progression (**ULCP**) will not restrict the work that is undertaken as part of the competency structures reviews.

The Working Group will:

1. Consult and work through Sydney Trains' proposed competency review process. As stated above, the first meeting of the Working Group will take place prior to 30 November 2022.
2. Commit to documenting a proposed competency review process prior to 28 February 2023.  
*Sydney Trains will then:*
3. Consider the proposed process and once accepted, will implement a competency review in relation the following streams:
  - a. Track stream (within 6 months of the review process being established)
  - b. Resurfacing stream (within 9 months of the review process being established)
  - c. Structures stream (within 12 months of the review process being established)
  - d. Plant mechanic stream (within 12 months of the review process being established)
  - e. Signal Mechanical stream (within 18 months of the review process being established)and all other classification structures, where required.
4. At conclusion of the reviews, Sydney Trains will enact sub-clause 135.2.
5. This review will occur independent of the current competency stream reviews underway which are designed to enable update of the streams only to ensure currency of competencies which ensures smooth progress of individuals through the competency stream and related training courses. Those reviews will be subject to separate, prior consultation and completion.
6. If there is a dispute regarding the review, the matter will be referred to the Peak Forum as per sub-clause 7.1(a) of this Agreement. If the matter is not resolved at the Peak Forum, the parties may utilise the Dispute Settlement Procedure in clause 8 of this Agreement.

## **136 COMPETENCY DEVELOPMENT AND PROGRESSION**

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

## **137 COMPETENCY ASSESSMENT AND PROGRESSION**

- 137.1 The Employer's classification structure and salary system is based upon competencies acquired in line with the Employer's competency structures and Employee training plans. Competence is defined as the consistent application of skills and knowledge to National Competency standards across the full range of conditions.
- 137.2 A new Employee's current competencies will be evaluated against the Employer's competency requirements at the time of selection to help to determine the relevant classification level at which the Employee will be appointed.
- 137.3 Employees will be required to complete the 'gap' competencies at and below their pay level before any further progression can occur.
- 137.4 Employees can request assessment or reassessment of each unit of competence as they feel they have reached the standards.
- 137.5 The Employer will ensure that an Employee will be assessed within 6 weeks of completing an interim application for competency assessment. Under this process the Employee will receive any applicable salary/wage increase on and from the date of assessment. Should any situation arise where an Employee is not assessed within 6 weeks then the applicable salary/wage increase will be made retrospective to 6 weeks after the Employee having completed such application and having been duly assessed as competent.
- 137.6 Employees will be re-assessed according to the competency standards and consistent with rail safety accreditation and other legislative and regulatory requirements.

- 137.7 Employees' performance against national competency standards will be periodically reviewed, consistent with the Employer's Employee performance and development program.
- 137.8 The Employer will assist its Employees to attain nationally recognised qualifications.
- 137.9 Individual training plans for Employees who have completed a competency assessment will be completed within one month of all team members being assessed, in conjunction with a team development plan:
- (a) Competency gaps identified in the initial assessment will be addressed within two years of the initial assessment.
- 137.10 Where an Employee's translation level is less than their substantive pay level, they will retain this pay level on salary maintenance.
- 137.11 No Employee will have their substantive pay reduced as a result of translation to the competency pay structure.
- 137.12 The Employer will also give consideration to long term acting in higher grade in the translation process.

### **138 ACTING IN A HIGHER GRADE**

- 138.1 In recognition of competency based progression up to the specified progression limits in each competency stream, no payment for acting in higher grade will be applicable for acting higher grade for the performance of any competency (irrespective of the qualification level of any competency) that is acquired in connection with competency based progression up to the progression limit. Where competency based progression is available no acting in higher grade is applicable for the performance of any competency up to this level.
- 138.2 Where an Employee performs any higher duty beyond the competency progression limit in a position of Team Leader or Work Group Leader payment at the higher grade will be made on a daily basis.
- 138.3 Where an Employee acts in a higher grade the conditions appertaining to the calling in which an Employee acts shall be the Employee's conditions whilst so acting.

### **139 REMUNERATION RELATED ISSUES – AVERAGE AND NON AVERAGE PAY EMPLOYEES**

#### **139.1 General**

- (a) All overtime, including emergency work, is to be contained with policies in force from time to time, in relation to fatigue management.
- (b) If as a result of working overtime an Employee does not have a continuous break of 10 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 10 continuous hours shall be granted without reduction of pay for ordinary hours occurring during such period. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.
- (c) Employees who work more than 8 hours overtime finishing immediately prior to or within 4 hours of their ordinary starting time on a Monday:
  - (i) shall be granted either 4 hours resting time upon completion of the overtime work and paid for so much of such 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or
  - (ii) shall be paid at the rate of time and a half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift until they have had 4 consecutive hours rest.

- (d) Employees, on day work, who are required to work during their meal break shall be paid overtime for the period of the meal interval actually worked and are to be paid at the rate of time and one half until they are allowed the usual meal intervals or allowed 20 minutes crib break.
- (e) Except where otherwise provided an Employee who works 4 hours overtime after having had the meal break provided in Clause 139.1(g) will be allowed a further meal break of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee is required to continue working.
- (f) In relation to Salaried Employees as defined in Clause 133 (Definitions), an Employee recalled for duty after ceasing work on one Shift, and before commencing work on the next, will be allowed a crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break, if the Employee has worked 4 hours overtime and is required to continue at work. If the Employee is required to work more than 4 hours additional overtime after this crib, the Employee will be allowed a further crib of 20 minutes, paid at the same rate of pay received immediately before the commencement of the break
- (g) In relation to Employees to whom either the Signal Mechanical, Track, Structures, Resurfacing or Surveying, an Employee who is required to work overtime for more than 2 hours will, where it is reasonable to have a meal or meals away from where the Employee would ordinarily have the Employee's meal, be allowed the sum of the amount as set out at item 17 of Schedule 5B for each meal necessary, unless the meal or meals are supplied free by the Employer. The Employer may grant a crib allowance (to be paid for at ordinary rates) in lieu of a meal break in which case the meal grant shall be the amount as set out at item 17A of Schedule 5B.
- (h) When more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee is working on a day the Employee ordinarily has off, before starting to work such overtime the Employee will be allowed a meal break of 20 minutes paid at ordinary rates. The Employer and an Employee may agree to a variation of this provision, provided that the Employer will not be required to make any payment in respect of time allowed in excess of 20 minutes, nor shall the Employer be obliged to make any payment to a tradesperson's assistant when payment is not made to the tradesman whom the Employee assists.
- (i) Sub-clause 139.1(g) shall not operate to prevent urgent repairs being effected to vehicles or locomotives at places other than workshops, or to equipment to keep a plant operating, nor shall it apply to Employees on the operating staff.
- (j) Sub-clause 139.1(g) shall not apply in any circumstances to IW Worker (Signal Fitting).
- (k) Where an Employee has accepted an offer to work a stand alone overtime Shift, subject to meeting the following criteria, the Employee is entitled to 4 hours payment at the applicable overtime penalty:
  - (i) Management has cancelled the work with less than 4 hours notice; and
  - (ii) No alternative work for an equivalent Shift can be found.
- (l) Any travelling or waiting time to be paid for shall be at ordinary rates but shall constitute part of the 8 hour break or the 9 hour break as the case may be.
- (m) No Employee shall be booked off to reduce the Employee's earnings because of having worked overtime on a weekday or on a Sunday which was not rostered, but may be booked off for rest if the interval between the time the Employee ceased working overtime and the Employee's next ordinary commencing time is less than eight hours.

## 139.2 **Average Pay**

- (a) Average Pay Employees are eligible to be rostered either in accordance with locally agreed rosters, or according to the parameters set out in sub-clause 141.3.
- (b) The provisions of this sub-clause apply to Employees who have already elected, or who elect to accept average pay status and to any new Employee classified as an infrastructure worker. A Non Average Pay Employee who is an infrastructure worker can make themselves available for rostered work in accordance with Clause 141 (Rostering Work). Any other Employees are excluded from the provisions of this sub-clause.
- (c) Average Pay Employees required to work overtime will be paid for such overtime at the rate of double time.

## 139.3 **Overtime for Non Average Pay Employees (Category 1)**

- (a) Overtime for Employees other than Average Pay Employees referred to in sub-clause 139.2 will be paid in accordance with the provisions of this sub-clause.
- (b) Overtime includes time worked before the ordinary commencing time or after the ordinary finishing times on week days.
- (c) All time worked in excess of the hours prescribed within Clause 150 (Hours of Work) shall be overtime.
- (d) Overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, in each period of 24 hours calculated from the commencement of work on any day.
- (e) For all work done outside ordinary hours the rates of pay shall be time and a half for the first 3 hours and double time thereafter, such double time to continue until the completion of the overtime work or until the time for the commencement of the next ordinary Shift whichever be the earlier. Provided that the rate for overtime worked after 12 noon on Saturdays and for all time on Sundays shall be double time.
- (f) Additional overtime provisions for Infrastructure Workers classified as 4.2 or above or previously classified as IW3A or above applies:
  - (i) Overtime is to be worked by prior direction authorised by an officer with that authority, unless unavoidable circumstances do not permit prior direction;
  - (ii) Time worked by an officer, except as where provided for in Clause 139.3(f)(iii), in excess of 76 hours per fortnight or in excess of 7 hours 36 minutes in any one (1) Shift, shall be overtime and shall be paid for at the rate of time and one half. Provided that all time worked in excess of 10 hours 36 minutes in any Shift shall be paid for at the rate of double time, but shall not be included for the calculation of any other penalty;
  - (iii) Where the ordinary hours of duty are worked on the basis of 152 hours in a 4 week cycle, time worked in excess of ordinary hours for a particular fortnight in such cycle or in excess of 8 hours in any one (1) Shift shall be overtime and paid for at the rate of time and one half. Provided that all time worked in excess of 11 hours in any Shift shall be paid for at the rate of double time, but shall not be included for the calculation of any other penalty;
  - (iv) Where the ordinary hours of work for an officer are less than 76 hours per fortnight all time worked before, after and beyond the usual hours of duty up to 76 hours per fortnight or 7 hours 36 minutes in any one (1) Shift shall be paid for at ordinary rates;

- (v) Where such hours less than 76 hours per fortnight are worked by an officer during a 4 week cycle, all time worked before, after or beyond the usual hours of duty up to ordinary hours each fortnight or 8 hours in any one (1) Shift shall be paid for at ordinary rates;
- (vi) In computing the number of hours worked per fortnight leave with pay shall be counted as time worked;
- (vii) For the purpose of calculating hourly rates, the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight;
- (viii) Excepting in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than with the pay for the period following that in which the overtime is worked;
- (ix) Except as provided for elsewhere in this clause time worked on Saturday shall be paid for at the rate of time and one-half but shall not be subject to any extra salary payment whatsoever under any other clause of this Agreement except that where it forms part of the ordinary hours for the fortnight it shall be taken into consideration for the calculation of overtime;
- (x) Subject to the provisions of 139.3(f)(i) a Shift commenced between 12 midnight Friday and 12 midnight Saturday and which does not form part of the ordinary rostered hours for the fortnight shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter but shall not be subject to any other salary payment under any other clause of this Agreement. Provided that where such Shift extends into Sunday the time worked after midnight Saturday shall be paid for at the rate of double time;
- (xi) Officers who are ordinarily required to work on Sunday and whose Sunday time is taken into consideration for the purpose of arriving at the full ordinary hours for the fortnightly period shall be paid for all time worked on Sundays at the rate of double time. The extra allowance shall stand alone and will be paid for independently of other time. The provision shall not apply to officers whose rate of salary exceeds the amount set out at item 22 of Schedule 5B.

#### 139.4 **Allowances**

##### (a) **General**

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

##### (b) **Height Money**

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

##### (c) **Wet Work**

- (i) Employees employed in workshops and quarries, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid the allowance as set out at Item 14 of Schedule 5B per hour extra while required to work in such clothing or boots.

- (ii) This allowance shall not be payable where suitable personal protective equipment and/or footwear is provided by the Employer.

**(d) Start and Finish Allowance**

- i. In order to maximise efficiency, Employees will commence and finish their Shift at a worksite when it is determined by management to be more efficient than commencing and finishing at a location other than the worksite. The maximum shift lengths in [10] contained in Schedule 5D will apply to this sub-clause. This will apply to Employees engaged on major periodic maintenance, project work or Construction Work in accordance with the following provisions.
  - A Employees may be required to start and finish at a worksite within a 50 kilometre radius from their home depot.
  - B When Employees are working at a location, which requires them to temporarily live away from home in accordance with sub-clause 145.1, they may be required to start and finish at a worksite located within a 50 kilometre radius from their temporary place of residence.
- ii. Employees who are required to start and finish at a worksite in accordance with sub-clause 139.4(d)(i) will receive an allowance as set out at item 2 of Schedule 5B per day for each day they are required to start and finish at the worksite. Where it takes longer than one hour to reach, or return from the worksite, to and from the Employee's residential station or overnight accommodation in accordance with sub-clause 139.4(d)(i)(A), the time in excess of one hour will be paid for at ordinary rates of pay.
- iii. In instances where public transport is not available, or it is impracticable for the Employee to travel to the worksite by their own means, the Employer will provide transport. In such cases the payment as set out at item 2 of Schedule 5B in sub-clause 139.4(d)(ii). will still apply. The Employer may allocate a pick-up and set down point for the purpose of this provision.
- iv. An Employee who is directed to stop at their home depot on the way to or from their residence who is otherwise eligible for the start and finish allowance will still be eligible for payment of the start and finish allowance.
- v. When Employees are required to start and finish a Shift at a worksite in accordance with the provisions of this sub-clause 139.4(d), the Employer will supply amenities commensurate with the Safework NSW Code of Practice for Construction Work as varied or replaced from time to time.

**(e) Dirty Work**

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

**(f) Tunnel Money**

- (i) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length will be paid an allowance as set out at item 6 of Schedule 5B per hour.
- (ii) Where the time in a tunnel is 30 minutes or more a minimum of one hour will be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate will be payable under this sub-clause 139.4(f).

**(g) Filled Cable**

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

(h) **Respirators**

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

(i) **Confined Space**

An Employee working in a confined space, as defined will be paid an allowance as set out at item 11 of Schedule 5B per hour. For the purposes of this sub-clause 139.4(i), 'confined space' means a compartment, space or place the dimensions of which necessitate an Employee working in a stooped or otherwise cramped position, or without proper ventilation and includes the following spaces: inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters or economisers.

(j) **First Aid Allowance**

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

## **140 ANNUAL LEAVE**

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

- (a) Employees, other than average pay Employees, who work Shift work and who are rostered to work 2 weekends (as defined – see Clause 133 Definitions) or more in each 4 week period and who actually work such weekends, are entitled to an additional 1.25 days (maximum 9.5 hours) annual leave for each 3 month full reconciliation period, in addition to the 4 weeks specified above.
- (b) Average Pay Employees will attract additional annual leave up to a maximum of one (1) week for each calendar year which will accrue on the basis of working one (1) Shift (ordinary hours) in each 3 month full reconciliation period on which a Saturday, Sunday, public holiday, afternoon or night Shift payment is incurred. If an Employee does not incur such payment on each of the 4 reconciliation periods in any year, a pro rata entitlement will accrue at the rate of 1.25 days per period.

## **141 ROSTERING WORK**

This clause is to be read in conjunction with schedule 5E Rostering Work.

141.1 Employees Available for Rostering

- (a) A non Average Pay Employee who is an infrastructure maintenance worker will be able to participate in rostered work on the following basis:
  - (i) they will be able to nominate for roster periods 35 days in advance of a one (1) month roster cycle. If they are actually rostered during the period nominated, they

will be treated as an Average Pay Employee who is an infrastructure maintenance worker for the purposes of all conditions of employment (including annual leave, and allocation and payment of overtime, notwithstanding sub-clause 139.3 except for the additional 3% payment as average pay).

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

#### 141.2 Rostering Principles

- (a) All rostering will be based on fatigue management principles which:
  - (i) addresses the opportunity for quantity and quality of sleep particularly the 'time of day' effect;
  - (ii) ensures the number of consecutive Shifts (in particular night Shifts), Shift lengths and roster periods between Shifts are considered in roster compilation; and
  - (iii) understands that Employees have a need to balance the competing requirements of their jobs with their social and domestic responsibilities.

#### 141.3 Rostering Parameters

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

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

- (b) Where a Shift is cancelled and/or re-allocated to an alternative day with less than 48 hours notice, the Employee will be paid a penalty payment of 15% for the reallocated Shift in addition to all entitlements associated with the Shift.
- (c) It is recognised that the Employer needs a system of rostered work for Infrastructure Workers that, while promoting efficient and flexible work practices that assist the

Employer to achieve its business objectives, also achieves a suitable balance between business and Employee needs and obligations.

- (d) The parties acknowledge that the current and future business requirements of the Employer will rely on an effective system of rostering Infrastructure staff to meet its maintenance and project needs and it is acknowledged that any new Employees must be prepared to be rostered. The success of its rostering system will be demonstrated not only by the extent to which it meets business requirements but also by reconciling the different groups within the workforce.
- (e) The parties acknowledge the variations in business requirements for rostered work across the Employer's business units. These variations need to be addressed through local level consultation and agreement which addresses business requirements while ensuring compliance with the rostering principles contained in this Agreement.
- (f) The objective for the allocation of leave in Clause 28.1(f) (Section 1 – Annual Leave) is to ensure that a minimum of two (2) weeks annual leave can be taken by staff with school age children within a recognised school holiday period and to ensure equity in annual leave rostering.

## **142 TRAVELLING TIME**

- 142.1 All travelling time, including intervening journeys, where an Employee is working at a temporary location from which they are unable to return home on a daily basis, will be paid at single time rates, except on a Sunday when it will be paid at time and a half and for Salaried Employee on a Saturday when it will be paid at time and a quarter.
- 142.2 It is acknowledged, however, that there may be circumstances where, due to the amount of travelling time involved, the Employer will continue to exercise its discretion to include travel time as rostered time consistent with its principles for rostering in sub-clause 141.2.

## **143 EXCESS TRAVEL TIME**

### **143.1 Salaried Employees**

- (a) Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home depot.
- (b) The provisions of this sub-clause do not apply to Employees whose salary exceeds the amount as set out at item 18A of Schedule 5B.
- (c) Travel time paid under sub-clause 143.1(a) will be paid at ordinary time, except on Sundays and public holidays, when the rate will be time and one half, and on Saturdays, when the rate will be time and one quarter.

### **143.2 Wages Employees**

- (a) Employees who are required to undertake duty temporarily at a location to and from which they can travel daily, will be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home depot.
- (b) Travel time as provided in sub-clause 143.2(a) will be paid at ordinary time, except on Sundays when the rate will be time and one half.

## **144 HOME DEPOT**

When considering any change to an Employee's current or future home depot, the Employer will not act in a harsh or unreasonable manner. The Employer will use its best endeavours to

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

## **145 TRAVELLING AND INCIDENTAL EXPENSES**

145.1 Employees who are required to undertake work temporarily at a location away from their home depot and/or residence and who are approved by the Employer to stay away from their home residence in overnight accommodation will have their suitable accommodation and vehicle parking pre-arranged and paid for by the Employer and be eligible as follows:

- (a) for the period the Employee remains away from their home depot, an Employee will be paid item 16 of Schedule 5B per Breakfast, Lunch or Dinner service, in accordance with sub-clause 145.2 up to a maximum of 3 services per day; however
- (b) if the Employer provides the Employee with a meal as part of the accommodation provided, the Employee will not be paid the service for that service period.

The Employer may require an Employee to stay away from their home residence in overnight accommodation in accordance with its policies and procedures as amended from time to time. Approval for an employee to stay away from their home residence in overnight accommodation will not be unreasonably withheld.

145.2 A service entitlement will be calculated as follows:

Breakfast	-	Depart home depot before 0700 or return to home depot after 0800.
Lunch	-	Depart home depot before 1300 or return to home depot after 1400.
Dinner	-	Depart home depot before 1830 or return to home depot after 1830.
Bed / Night Meal-		Depart home depot before 0100 or return to home depot after 0100.

145.3 Employees utilised on relief duties may have their home depots altered to a depot nearer their residence than their appointed home depot while relieving, but not otherwise.

145.4 In emergency situations, it may be necessary for an Employee to incur expenses for overnight accommodation. In such situations, where it has been agreed with the Employer beforehand, an Employee who incurs reasonable and actual expenses that are supported by actual receipts will be reimbursed by the Employer.

145.5 Employees, other than those employed in an infrastructure worker classification (Civil Discipline), who are:

- (a) relieving for holidays for periods of not less than 2 weeks; or
- (b) who are transferred temporarily from their home depot to another place.

and where the transfer or holiday relief necessitates their living temporarily away from their regular place of residence, will be paid an allowance at the rate as set out at item 18 of Schedule 5B per week of 7 days. Existing practices in the making of temporary transfers will not be altered merely in consequence of this provision.

145.6 Employees required to work overtime for more than 2 hours immediately after ordinary finishing time, without being notified 24 hours before of the requirement to work, will either be supplied with a meal by the Employer or be paid the allowance as specified at item 17 of Schedule 5B for the first and for each subsequent meal occurring every 4 hours thereafter. If

not required to work overtime after having been so notified, payment will be as herein prescribed for meals so provided.

- 145.7 Employees when engaged on work for 4 hours or more away from their home depot, to and from which they can travel daily, will be paid as an expense a meal allowance at the rate as set out at item 17 of Schedule 5B for each meal - to be assessed in accordance with the provisions of sub-clause 145.2, provided that:
- (a) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, the Australian Services Union or the Rail Tram & Bus Union.
  - (b) No allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station, proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon between the Employer, the Australian Services Union or the Rail, Tram and Bus Union.
  - (c) Notwithstanding 145.7(a) and 145.7(b) above, Employees whose depot is located within the boundaries mentioned in clauses 145.7(a) and 145.7(b) will be entitled to claim this allowance providing there are no suitable kitchen/meal facilities readily available at the location where they will be working.
  - (d) The distances mentioned in this sub-clause will be computed by the ordinary means of travel.
- 145.8 Employees who ordinarily return home during their Shift for a meal when working at their home depot and who are notified, after attending for duty at their home depot, that they are required to work at a place which will not permit them to have their meal at their home, as had been arranged by them prior to attending for duty, will be paid a meal allowance as set out at item 17 of Schedule 5B.
- 145.9 This clause applies to the exclusion of any other clause in any other document in relation to this subject matter.

## **146 SHIFT WORK**

### **146.1 Definitions**

For the purposes of this clause:

- (a) "Afternoon Shift" means any Shift finishing after 1800 hours and at or before 2400 hours; and
- (b) "Night Shift" means any Shift finishing after 2400 hours and at or before 0800 hours or a Shift that commences after 2400 hours and at or before 0400.

### **146.2 Employees – Average Pay**

- (a) An Employee rostered to work an Afternoon Shift will be paid an additional 20% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- (b) An Employee rostered to work a Night Shift will be paid an additional 25% for all ordinary hours worked on that Shift which is not subject to equal or higher penalty.
- (c) Any rostered Shift commencing between 0400 and 0600, which is not subject to weekend penalties provided in Clause 43 (Weekend Penalties) of Section 1 of this

Agreement will be paid at the appropriate overtime rates for the time worked between 0400 and 0600.

#### 146.3 Employees – Other than Average Pay

- (a) In relation to Employees to whom either the Signal Mechanical, Track, Structures, Resurfacing, Survey or Quarry Operator stream detailed in Schedule 5C applies:
- (i) Employees whilst working as tradesperson's assistants shall be treated in respect of night and/or Shift work similarly to the tradesperson they assist.
  - (ii) Employees whilst working in recognised workshops shall, for night and/or Shift work, be treated similarly to tradesperson working in such shops.
  - (iii) Employees not entitled to the provisions of sub-clauses (a) and (b), shall be paid at the rate of time and a quarter for all ordinary time actually worked between 6.00 p.m. and 6.00 a.m. on days other than Saturday, Sunday, or public holidays.
  - (iv) Employees who are required to commence a night Shift within 8 hours of the finishing time of their previous Shift shall be paid for the ordinary time worked on the night Shift at the rate of time and a half.
  - (v) Employees, other than in Ballast Cleaning Gangs, Track Upgrading Works, who are not required to work a full week of night and/or Shift work, shall be paid for ordinary time on these Shifts at the rate of time and a half.
- (b) In relation to Employees employed in a 'Commercial' classification stream and Employees to whom either the Plant Mechanics or Signal Fitting stream detailed in Schedule 5C applies:
- (i) any Employee required to work on night Shift for less than 5 nights in succession shall be paid for such work at the rate of time and a half: provided that if less than 5 consecutive night Shifts are worked because of a holiday occurring, such day shall count as one (1) of the 5 night Shifts and provided further that time and a quarter only shall be paid where less than the 5 successive night Shifts are worked because the Employee:
    - A completes a full week's work in 4 Shifts;
    - B is booked off because of having worked overtime; or
    - C loses time on the Employee's own account.
- (c) Tradesperson's assistants, irrespective of where they are employed, shall be treated in respect of night and/or Shift work similarly to the tradesperson they assist.
- (d) In relation to Employees to whom the Substation Low Voltage, Signal Electrical, Cable Jointing or Rail Traction stream detailed in Schedule 5C applies:
- (i) where any afternoon or night Shift does not continue in operation for more than 5 successive nights it shall be paid for at the rate of time and a half for the first 4 hours thereof and double time for the remaining hours thereof.

#### 146.4 Ballast Cleaning Gangs on Track Upgrading Works

- (a) Employees in Ballast Cleaning Gangs on Track Upgrading Works shall be paid at the rate of time and a half for all ordinary time actually worked between 1800 and 0600 on days other than Saturday, Sunday and public holidays when such ordinary time is worked for a period of less than 10 consecutive weekdays.

## **147 ON-CALL/CALL-OUTS**

- 147.1 An Employee recalled to work outside ordinary rostered hours shall be paid for the call-out at the classification rate for a minimum of 4 hours.
- 147.2 For the purpose of the minimum payment the first 3 hours will be paid at time and one half and then at double time, except that:
- (a) any time worked on a Sunday will be paid at double time.
- Where a call-out extends beyond the minimum 4 hour payment period the Employee will be paid for those hours actually worked commencing from the time the Employee is called until the Employee returns home.
- 147.3 An Employee who is required by the Employer to be available outside normal working hours for recall to work will be paid an allowance as set out at item 19 of Schedule 5B per rostered day or Shift and as set out at item 20 of Schedule 5B when on-call for a non rostered day or Shift. The Employee must be contactable and available for duty when required.
- 147.4 An Employee who has been recalled to work overtime shall be entitled to be absent from work until the Employee has had 10 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence. This clause does not prevent Employees being subsequently called out after the completion of a call out.
- 147.5 The provisions of Clause 147.4 do not apply to an Employee who is recalled to work overtime within 2 hours of normal starting time.

## **148 PAYMENT FOR WORK ON A PUBLIC HOLIDAY**

- (a) Employees who work on a public holiday will be paid 150% in addition to a normal days pay, except where time worked exceeds a normal day, payment for all time worked in excess of the normal day will be paid at 250%.
- (b) For the purpose of this clause the length of the normal day means the number of hours rostered on the public holiday. Employees may elect to accrue this day in lieu of payment subject to a maximum accrual of 8 days or 8 regularly rostered shifts. These accrued days may be used or cashed out on application by the Employee.

## **149 ANNUALISED PAY**

- 149.1 All Employees other than Average Pay Employees, will be paid on an annualised basis. An annualised pay will include the base pay rate contained in Schedule 5A of this Agreement, plus allowances as determined.
- 149.2 Conversion from a weekly rate to an annual rate has been calculated in accordance with the following formula:

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

- 149.3 The annualised pay will apply to all working time earnings as well as all leave entitlement payments.
- 149.4 For the purposes of determining an Employees hourly rate of pay the annual rate shall be divided by 1976 (52 weeks at 38 hours per week).

## **150 HOURS OF WORK**

- 150.1 Subject to Clause 25 (Hours of Work), the ordinary hours of work of Average Pay Employees are 152 hours over 28 days.

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

## **151 PAY RATES**

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

## **152 MEAL BREAKS**

Where meal breaks are provided the interval shall not be less than 30 minutes. Where a morning tea break is granted it shall be in the time of the Employer, if an afternoon tea break is permitted it shall be in the Employee's time.

## **153 INTERVALS BETWEEN SHIFTS**

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

## **154 IRREGULAR WORK**

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

## **155 INCLEMENT WEATHER**

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

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

155.3 Inclement Weather during a Shift: In the instance of Inclement Weather occurring on any one (1) day, the following procedure shall apply:

- (a) the Employer or the Employer's Representative and the Employees shall agree and note the time of cessation of work;
- (b) once work has ceased the Employer Representative on site shall contact the Project Officer and those other people relevant to organising alternative duties, training or transfer. Relevant preparations shall then commence to accommodate the possibility of the cessation of normal work;
- (c) the Employees shall take shelter on site until such time as the weather abate; and

- (d) the site is inspected by the Employer Representative (Supervisor) or, in the absence of the Supervisor from site the Team Leader, who will undertake a risk assessment in conjunction with team members who will declare the site is safe for work to resume; or
- (e) in the event that Inclement Weather causes the cessation of normal work, alternative duties will be arranged around the work site (eg housekeeping, timesheets, tool box meetings or other general duties);
- (f) if, after an inspection as set out at 155.3(d) has been conducted, a site is declared unsafe an Employee shall either:
  - (i) be transferred to alternate duties in accordance with Clause 155.4; or
  - (ii) an Employee may be sent home without loss of pay if no suitable alternative duties, including training, are available.
- (g) In each case of Inclement Weather Employees shall not be required to remain on site without alternative duties, transfer or the resumption of work for longer than 4 hours, or in the case of Inclement Weather after a meal break has been taken in accordance with Clause 152 (Meal Breaks), for more than half the remaining work time. If either of these time limits are reached Employees shall be sent home without loss of pay.
- (h) All Employees will be issued good quality wet weather gear and will be required to wear their issued wet weather gear and to have it available at all times.
- (i) Notwithstanding Subclause 155.3(g) above, if an Employee's clothes become wet and no change facilities are provided, the Employee shall be sent home without loss of pay. A complete change of clothing shall be provided by the Employer accompanied by a full sealed section in work issue bags to store such clothing. Once provided, the Employee is required to bring this change of clothing to work.

155.4 Transfer:

- (a) Where the decision is made that normal work cannot continue due to Inclement Weather Employees may be transferred:
  - (i) from one (1) location on a site to work at another location on the same site, which is not affected by Inclement Weather;
  - (ii) to another site where work is not affected by Inclement Weather; or
  - (iii) to another location for the purpose of attending training, subject to Clause 155.5.
- (b) No Employee shall be transferred to an area not affected by Inclement Weather unless there is work available within the relevant Employees skills and competencies as defined by the Employee's classification.
- (c) Employees may be transferred from one (1) location on a site to work in areas which are not affected by conditions of Inclement Weather, even though there may not be work for all Employees in such areas;
- (d) Employees on any one (1) day who are transferred to another location due to inclement weather will be returned at their request to the designated place of work from where they were transferred, during normal working time, to coincide with the end of their Shift. Provided that:
  - (i) the Employee used a private conveyance to attend the original place of work; and

- (ii) the transfer of an Employee away from site shall not in any way affect the said Employee's entitlement to their start and finish allowance as set out in Clause 139.4 (d) (Start and Finish Allowance).

155.5 Training During Inclement Weather:

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

- (a) the provisions of Clause 155.4 (Transfer) above shall be abided by;
- (b) such training shall be meaningful and structured so as to provide Employees with additional skills and knowledge;
- (c) Employer Management shall discuss details of training with the Union delegates prior to implementation;
- (d) training shall be carried out by suitably qualified Employees or qualified trainers; and
- (e) training on use and maintenance of plant and machinery shall only occur in a suitable environment.

155.6 Completion of Concrete Pours and Emergency Work:

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

**156 CLASSIFICATION, TRAINING AND DISPUTES COMMITTEE**

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

156.2 The purpose of the Committee is to:

- (a) be the forum for consultation with relevant Unions in relation to issues concerning training plans, assessments, and classifications for Employees competency based classification structures;
- (b) to review such issues; and
- (c) to make recommendations to the Chief Executive in relation to disputes concerning training plans, assessments and classification.

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

156.4 The Committee will include representatives from the Employer (Sydney Trains Training), and unions.

## **157 AUSTRALIAN COMMUNICATIONS AUTHORITY (ACA) LICENCE**

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

## **158 TRAINING AND DEVELOPMENT**

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

## **159 INDUSTRY ALLOWANCE**

The Employer shall be entitled to withdraw the payment of this allowance in respect of any Employee who applies a ban, or limitation on the performance of work, in contravention of Clause 8 (Dispute Settlement Procedure) of Section 1 of this Agreement.

## **160 NON ROSTERED DAY – AVERAGE PAY EMPLOYEES**

- 160.1 Any Non Rostered Day shall be of at least 24 hours duration with every effort being made to permit a period of 32 hours between the time the Employee signs off until the Employee signs on again for ordinary hours of duty.
- 160.2 An Employee who works on an Non Rostered Day shall be provided with an agreed day off in lieu in the same cycle or the following cycle, which is to be determined before the Non Rostered Day is worked.

## **161 WORK CLOTHING AND PPE**

- 161.1 Where designated, Employees will receive a work clothing and PPE kit.
- 161.2 The work clothing and PPE allotment will include:
- (a) 2 pairs of safety footwear;
  - (b) 5 or 8 sets of work clothing incorporating the Employer logo;
  - (c) One (1) jacket or one (1) pullover incorporating the Employer logo;
  - (d) One (1) hat;
  - (e) Relevant PPE dependent on job requirement; and
  - (f) One (1) kit bag.
- 161.3 The above items are the only acceptable forms of work clothing and PPE for designated Employees. Employees must wear such work clothing when on duty.
- 161.4 Employees must at all times use relevant PPE where such a safety requirement exists. Failure to use relevant PPE may result in disciplinary action being taken. Continual breaches of a requirement to use PPE may result in dismissal.
- 161.5 Replacement of work clothing items and PPE will be on a fair wear and tear basis and will be maintained as (a) to (f) above.

- 161.6 Lost work clothing items and PPE will be replaced at the discretion of management following investigation into the alleged loss. Where the loss has occurred as a result of an Employee's negligence or lack of care, the Employee concerned will meet the cost of replacement of the item(s).
- 161.7 Laundering of work clothing is the responsibility of the Employee unless Work Health and Safety policies provide otherwise.
- 161.8 For the purpose of this clause, the following definitions apply:
- 161.9 "Set" means one (1) shirt and one (1) pair of pants or one (1) shirt and one (1) pair of shorts (subject to profile), or one (1) shirt and one (1) action back overalls, or one (1) pair of coveralls.
- 161.10 The allocation of 5 or 8 sets is determined by whether an Employee is on routine maintenance in which case 5 sets will be supplied, or on migratory conditions where a 8 on 6 off roster arrangement exists in which case 8 sets will be supplied.

## **162 TEAM STRUCTURES, TEAM DESIGN AND ACCOUNTABILITY**

- 162.1 The following principles have been agreed to ensure that groups work as teams using a shared commitment, which compliments the direction and values for Sydney Trains. These will be applied progressively as the circumstances permit:
- (a) team members are to be trained in and will apply a range of operational, technical and interpersonal skills consistent with their competency streams; and
  - (b) the environment, including management is to be characterised by open communications, delegation and consultation.
- 162.2 In regard to team management it is acknowledged that:
- (a) team managers may be supported by Team Leaders and/or Work Group Leaders. No other supervisory level will be required.

## SCHEDULE 5A – RATES OF PAY

Schedule 5A – Rates of Pay – 1 May 2022									
Infrastructure Workers – Engineering and Maintenance									
Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)							Commercial Weekly Rates		
Level	Annual (A) Weekly (W)	Cat 2 with Industry Allowance	Cat 1 with Industry Allowance	Cat 2 without Industry Allowance	Cat 1 without Industry Allowance	% of 3.1 (100) Rate	Commercial I with Industry Allowance	Commercial I without Industry Allowance	% of 3.1 (100) Rate
5.4	A	\$125,903	\$122,337	\$122,410	\$118,844				
5.3	A	\$118,975	\$115,610	\$115,482	\$112,117				
5.2	A	\$112,438	\$109,264	\$108,945	\$105,771				
5.1	A	\$104,561	\$101,617	\$101,068	\$98,124		\$1,899.20	\$1,832.25	
4.5	A	\$96,685	\$93,882	\$93,192	\$90,389				
4.4	A	\$92,748	\$90,063	\$89,255	\$86,570				
4.3	A	\$88,812	\$86,243	\$85,319	\$82,750		\$1,613.60	\$1,546.65	
4.2	A	\$84,873	\$82,424	\$81,380	\$78,931		\$1,542.35	\$1,475.40	
4.1	W	\$1,556.55	\$1,513.20	\$1,489.40	\$1,446.05		\$1,470.90	\$1,403.95	
3.3	W	\$1,480.75	\$1,439.55	\$1,413.60	\$1,372.40		\$1,399.55	\$1,332.60	
3.2	W	\$1,405.00	\$1,366.05	\$1,337.85	\$1,298.85		\$1,328.15	\$1,261.20	
3.1	W	\$1,329.25	\$1,292.45	\$1,262.10	\$1,225.30		\$1,256.70	\$1,189.75	
2.3	W	\$1,266.15	\$1,231.30	\$1,199.00	\$1,164.05				
2.2	W	\$1,203.10	\$1,169.95	\$1,135.90	\$1,102.80		\$1,197.25	\$1,130.30	
2.1	W	\$1,140.05	\$1,108.80	\$1,072.85	\$1,041.65		\$1,137.80	\$1,070.80	
1.2	W	\$1,076.80	\$1,047.50	\$1,009.65	\$980.35		\$1,078.30	\$1,011.35	
1.1	W	\$1,026.35	\$998.50	\$959.15	\$931.35		\$995.00	\$928.05	

In Engineering and Maintenance, Salaried Officer conditions apply at classification level 4.2 and above.

There are no salary rates of pay or conditions of employment applied to Employees of the Commercial and Supply Chain Division to which this Section applies.

<b>Schedule 5A – Rates of Pay – 1 May 2023</b>									
<b>Infrastructure Workers – Engineering and Maintenance</b>									
<b>Infrastructure Annual and Weekly Rates (Cat 1 = non Average Pay / Cat 2 = Average Pay)</b>							<b>Commercial Weekly Rates</b>		
<b>Level</b>	<b>Annual (A) Weekly (W)</b>	<b>Cat 2 with Industry Allowance</b>	<b>Cat 1 with Industry Allowance</b>	<b>Cat 2 without Industry Allowance</b>	<b>Cat 1 without Industry Allowance</b>	<b>% of 3.1 (100) Rate</b>	<b>Commercial with Industry Allowance</b>	<b>Commercial without Industry Allowance</b>	<b>% of 3.1 (100) Rate</b>
5.4	A	\$129,718	\$126,044	\$126,119	\$122,445				
5.3	A	\$122,580	\$119,113	\$118,981	\$115,514				
5.2	A	\$115,845	\$112,575	\$112,246	\$108,976				
5.1	A	\$107,729	\$104,696	\$104,130	\$101,097		\$1,956.75	\$1,887.75	
4.5	A	\$99,615	\$96,727	\$96,016	\$93,128				
4.4	A	\$95,558	\$92,792	\$91,959	\$89,193				
4.3	A	\$91,503	\$88,856	\$87,904	\$85,257		\$1,662.50	\$1,593.50	
4.2	A	\$87,445	\$84,922	\$83,846	\$81,323		\$1,589.10	\$1,520.10	
4.1	W	\$1,603.70	\$1,559.05	\$1,534.55	\$1,489.85		\$1,515.45	\$1,446.50	
3.3	W	\$1,525.60	\$1,483.15	\$1,456.45	\$1,414.00		\$1,441.95	\$1,373.00	
3.2	W	\$1,447.55	\$1,407.45	\$1,378.40	\$1,338.20		\$1,368.40	\$1,299.40	
3.1	W	\$1,369.55	\$1,331.60	\$1,300.35	\$1,262.45		\$1,294.80	\$1,225.80	
2.3	W	\$1,304.50	\$1,268.60	\$1,235.35	\$1,199.30				
2.2	W	\$1,239.55	\$1,205.40	\$1,170.30	\$1,136.20		\$1,233.55	\$1,164.55	
2.1	W	\$1,174.60	\$1,142.40	\$1,105.35	\$1,073.20		\$1,172.30	\$1,103.25	
1.2	W	\$1,109.45	\$1,079.25	\$1,040.25	\$1,010.05		\$1,110.95	\$1,042.00	
1.1	W	\$1,057.45	\$1,028.75	\$988.20	\$959.55		\$1,025.15	\$956.15	

## SCHEDULE 5B - ALLOWANCES

	1 May 2022	1 May 2023
<b>Item 1</b> Industry Allowance (per annum)	\$3,493	\$3,599
<b>OTHER ALLOWANCES</b>		
<b>Item 2</b> Start & Finish (per day)	\$22.75	\$23.44
<b>Item 3</b> Climatic Zone (per week)	\$18.23	\$18.78
<b>Item 4</b> Broken Hill (per week)	\$12.58	\$12.96
<b>Item 5</b> Dirty work (per hour)	\$1.18	\$1.22
<b>Item 6</b> Tunnel money (per hour)	\$0.72	\$0.74
<b>Item 7</b> Filled Cable (per week)	\$24.64	\$25.39
<b>Item 8</b> Filled Cable (per week)	\$29.71	\$30.61
<b>Item 10</b> Respirators airline (per hour)	\$3.12	\$3.21
<b>Item 11</b> Confined Space (per hour)	\$0.84	\$0.87
<b>Item 13</b> Height (per hour)	\$0.37	\$0.38
<b>Item 13A</b> Height (per Shift)	\$1.18	\$1.22
<b>Item 14</b> Wet work (per hour)	\$0.51	\$0.53
<b>TRAVELLING &amp; INCIDENTAL EXPENSES</b>		
<b>GENERAL</b>		
<b>Item 15</b> DELETED		
<b>Item 16</b> Per service	\$53.85	\$55.50
<b>Item 17</b> Meal / Overtime meal	\$21.60	\$22.25
<b>Item 17A</b> Crib	\$5.90	\$6.10
<b>Item 18</b> Holiday Relief/ Temp Trans (per week)	\$967.40	\$996.70
<b>Item 18A</b> Salary limit (per annum)	\$134,014	\$138,075
<b>ON CALL</b>		
<b>Item 19</b> Rostered (per Shift)	\$29.02	\$29.90
<b>Item 20</b> Non – rostered (per Shift)	\$43.64	\$44.96
<b>Item 21</b> Salary limit (per annum)	\$134,014	\$138,075
<b>Item 22</b> Overtime Salary limit (per annum)	\$101,913	\$105,001

## SCHEDULE 5C - INFRASTRUCTURE WORKER AND COMMERCIAL CLASSIFICATION STREAMS

Electrical						Mechanical				Lifts and Escalators	
	trade	trade	trade	non trade	trade		trade	trade	trade		
Level	Signal Electrical	Substation Low Voltage	Cable Jointing HV	Can Cabling	Rail Traction	Level	Plant Mechanics	Signal Fitting	Quarry Maintainer	Level	Metals & Engineering Competencies
5.4						5.4				5.4	
5.3						5.3				5.3	
5.2	TL	TL				5.2				5.2	
5.1			TL	TL	TL	5.1	TL	TL	TL	5.1	TL
4.5	WGL	WGL				4.5				4.5	
4.4						4.4				4.4	
4.3	ulcp	ulcp			WGL	4.3	WGL	WGL		4.3	Core Band 2 3.1 + 48 A/B
4.2			WGL			4.2	ulcp			4.2	Core Band 2 3.1 + 42 A/B
4.1				WGL (cons)	ulcp	4.1		ulcp	uclp	4.1	Core Band 2 3.1 + 36 A/B
3.3			ulcp	WGL (maint)		3.3				3.3	Core Band 2 3.1 + 24 A/B
3.2				ulcp		3.2				3.2	Core Band 2 3.1 + 12 A/B
3.1						3.1				3.1	EO 5(i) 20 Core Band 1 + 76 A
2.3						2.3				2.3	
2.2						2.2				2.2	10 Core Band 1 + 54 A
2.1						2.1				2.1	2 Core Band 1 + 30 A
1.2						1.2				1.2	basic training
1.1						1.1				1.1	entry level

Track and Structures						Construction			Diamond Drilling, Survey, Traffic Officers			
		non trade	non trade	non trade	non trade		non trade	trade		non trade	non trade	non trade
Level	Quarry Operators	Signal Mechanical	Track	Structures	Resurfacing	Level	Construction	Carpentry	Level	Diamond Drilling	Surveying	Traffic Officers
5.4						5.4			5.4			
5.3						5.3			5.3			
5.2						5.2			5.2			
5.1						5.1		TL	5.1			
4.5	TL	TL	TL	TL	TL	4.5	TL		4.5	TL		TL
4.4						4.4			4.4			
4.3						4.3			4.3			
4.2						4.2	WGL	WGL	4.2			ulcp
4.1						4.1			4.1			
3.3	ulcp	WGL	WGL	WGL	WGL	3.3		ulcp	3.3	WGL		
3.2		ulcp				3.2			3.2	ulcp	WGL	
3.1			ulcp	ulcp	ulcp	3.1	ulcp		3.1		ulcp	
2.3						2.3			2.3			
2.2						2.2			2.2			
2.1						2.1			2.1			
1.2						1.2			1.2			
1.1						1.1			1.1			

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

### 1. Purpose

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

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

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

### 2. Scope

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

### 3. Responsible Parties

### 4. Related Documents

### 5. Workplace Health & Safety Act.

### 6. Factors associated with Hazards of Shiftwork and minimisation strategies

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

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

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

Lack of suitable recovery periods between Shifts is a major factor affecting the hazard associated with Shiftwork. This is particularly the case between night Shifts, as the body is forced to stay awake when it is programmed to sleep. In addition, the value of a break, with a set duration, between Shifts is completely dependent on the time of day at which the break commences. Hence, minimum break duration requirements should acknowledge the time-of-day impact.

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

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

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

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

## 7. Risk Management

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

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

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

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

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

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

## 8. Design principles for schedules

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

- (i) minimise the occasions on which Employees are required to work more than 12 hours in a period.
- (ii) ensure that any period of extended hours is compensated with a longer break before resuming a Shift.
- (iii) avoid rapid Shift changes so that at least a 24-hour break is provided before rotating to a new Shift.

- (iv) ensure Employees have a minimum of 48 consecutive hours free of work in a 14-day period.
- (v) minimise consecutive night Shifts in order to limit reductions in performance levels caused by circadian disruption, fatigue and reduced alertness.
- (vi) account for "covering" contingencies caused by sickness or absences.
- (vii) the allocation of appropriate numbers of Employees during peak times and periods of demand is fundamental to minimising the exposure to risks associated with extended working hours. Numbers and types of Employees should be rostered on the basis of predictable demands for services by daily, weekly, seasonal and annual trends.
- (viii) capacity to replace/relieve Employees where unplanned or unavoidable extended hours have created a risk to Employee health and safety.

#### 9. Roster development

The primary considerations in managing fatigue in the workplace include:

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

#### 10. Roster Guidelines

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

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

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

## 11. Raising Awareness and Training

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

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

## 12. Consultation

A process of consultation will assist in the development and maintenance of a safe workplace by ensuring that schedules and workloads are reasonable and practicable for a particular workplace or organisation. Consequently, effective "controls" for workplace scheduling and task allocation are developed through consultation with those working the Shifts.

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

## 13. Employee assistance services

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

## 14. Future Developments

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

- (i) The Centre for Sleep Research at the University of South Australia (and other appropriate authorities) are continuing to undertake research in this

area and the parties will give consideration to the new developments as they arise.

- (ii) Future issues for consideration include; the use of impairment testing; consideration of a social index, dynamic rostering, environmental and workload issues.

## SCHEDULE 5E - ROSTERING WORK

For the purposes of this Schedule Rosters has the same meaning as Roster Cycle.

### 1. Category 2 workers becoming Category 1 workers.

This can only occur in exceptional circumstances, which might include, but not be limited to religious affiliation, changes in parental access rights, etc., a suitable post and regression to a salary level commensurate to Category 1 equivalency.

In practice similar principles in finding suitable employment as those used in Workers Compensation cases will be applied.

### 2. Consultation

All Employees are to receive a copy of the roster to which they are being asked to work.

To reduce any possible adverse impact of proposed rosters on work groups or Employee's roster shall be validated after consultation.

A draft roster shall be presented to all Employees thirty-five (35) days prior to commencement of work patterns. Work groups and individuals will have seven (7) days to comment on and resolve any issues.

The personal circumstances (including all pre-notified periods of training) of Employees must be taken into account when rosters are drawn up.

There is an obligation on both management and the individual not to unreasonably constrain availability or to unreasonably fail to taken into account all personal circumstances. Where accommodation of the circumstances is not possible for key members (those with specialist or scarce skills) of staff mutual agreement must be reached between the individual and the rostering manager. If mutual agreement does not occur, the provisions of clause (e) below will apply.

### 3. Rosters

Rosters must include the start and finish times of each Shift.

Rosters are to show the work location or section of track where the work is to be performed of each Shift.

Except as provided in this paragraph the ordinary Shifts to be worked by an Employee will be of a maximum length of twelve (12) hours. Rosters may contain a maximum of six Shifts of less than eight (8) hours duration with a minimum duration of six (6) hours duration in any twenty-eight (28) day period.

Except by mutual agreement Employees will not be rostered to work more than two (2) weekends in any twenty-eight (28) day period, that is, "2 weekends in 4" means precisely that, and confirms that our definition of a weekend is either a Saturday and Sunday or a Saturday or a Sunday. This precludes a single weekend day on 3 or 4 consecutive weekends being acceptable in any twenty-eight (28) day period.

Other than by mutual agreement Sydney Trains will not impose a regime of permanent afternoon or night Shift.

In any four (4) week period, one (1) week of nights and/or one (1) week of afternoons may be required as a maximum. The two (2) one-week periods are mutually exclusive

and cannot be substituted. The week of nights is subject to a maximum of five (5) consecutive Shifts, and the week of afternoons is subject to a maximum of six (6) consecutive Shifts respectively. The spreading of these Shifts “all over the place” will not be deemed as acceptable.

Areas and/or groups of Employees who currently work to a rostering system will not have their roster patterns changed merely as a result of the introduction of averaged pay working.

#### **4. Working of Shifts**

The maximum number of consecutive Shifts an Employee may be required to work is twelve (12). An Employee may be rostered to work up to a maximum of five (5) consecutive twelve (12) hour Shifts. An Employee may be required to work six (6) or seven (7) consecutive twelve (12) hour Shifts only after approval has been given by the Director. An Employee cannot be work more than seven (7) consecutive twelve (12) hour Shifts.

The start and finish times of any given Shift may be changed to meet work requirements under the following circumstances:-

- (a) For no more than two (2) Shifts out of twenty-eight (28) (ie., the roster cycle) by management decision.
- (b) For any more than two (2) Shifts only by mutual agreement of the Employee. The Employee may not unreasonably withhold agreement.

The cancellation and/or re-allocation of a Shift to an alternate date may occur with mutual agreement of the Employee concerned and where at least forty-eight (48) hours' notice is given to the Employee. If less than forty-eight (48) hours' notice is given to the Employee a penalty of 15% for the re-allocated Shift, in addition to all other entitlements associated with the Shift, shall be paid to the Employee.

*Note: what this means is that if a Friday Shift is cancelled and rescheduled to the Saturday with less than forty-eight (48) hours' notice, the Employee will receive the normal payment of time and one-half for the Saturday Shift plus an additional payment of 15% for the Saturday Shift because of less than forty-eight (48) hours' notice.*

Except by mutual agreement, Employees will not be required to work a Shift of which they have received less than forty-eight (48) hours' notice, more than once in each fortnightly roster period.

An Employee who has been given less than forty-eight (48) hours' notice to work at a location significantly different from that indicated on the roster, will not be required to work at the changed location if personal hardship is raised, e.g. Campbelltown to Hornsby.

The alteration of all Shifts within a fortnightly roster period may be changed with twenty-eight (28) days' notice.

The above changes may occur with shorter periods of notice where the Employee(s) agree.

Employees may swap their Shifts by mutual agreement where the manager approves. Managers will not unreasonably withhold approval.

There should be no more than one short notice Shift change per fortnight roster period.

## **5. Resolution of Rostering Issues**

The Director or their nominee is accountable for resolution of the operational issues. They will take an overt role to regularly review the rosters and their development and implementation and consult with staff and unions alike. Specifically they will seek to accelerate the resolution of disputes and misapplication of rostering practices in conjunction with staff and union representatives. The Director Workplace Relations, Policy and Transition Services in accordance with Step 3 of the Dispute Settlement Procedure (DSP) is the central reference point for resolution of issues that cannot be resolved at the local and team management level.

There is no place for coercion, threats, intimidation or other such tactics in the rostering process. Sydney Trains expects alternative options to be considered which might include working shorter Shifts, rescheduling work and provision of individually tailored support, etc. All staff have the right to raise any example of this kind of management with the Directors and Unions at any time.

## PART C: NSW TRAINLINK

### SECTION 6 – NSW TRAINLINK SALARIED EMPLOYEES

#### 163 APPLICATION OF SECTION 6

This Section 6 applies to Employees whose positions fall within the classifications in Schedule 6A. The provisions of this Section are principally derived from the Railways Professional Officers Award 2002, the Salaried Officers (Railways – New South Wales) Award 2002, and the Senior Officers Rail, Bus and Ferries New South Wales Award 2002.

### DIVISION 1 – ALL EMPLOYEES

#### 164 APPLICATION OF DIVISION 1

This division applies to all Employees as set out in Schedule 6A.

#### 165 DEFINITIONS

For the purposes of this Section:

- (a) A **Non-Operational Employee** is an Employee who is employed in a position that is covered under the Non-Operational Classification Structure in Schedule 6A.
- (b) An **Operational Employee** is an Employee who is employed in a position that is covered under;
  - (i) Operational Classification Structure in Schedule 6A; or
  - (ii) The NSW TrainLink Classification Structure, Levels 1 – 7 and who is employed as a Shiftworker.

Emergency means duty connected with fires, floods, derailments, accidents or any other emergency situation as approved by the Employer.

- (c) A **Book Off Day** is any day where an ordinary Shift is not rostered, but does not include ADOs or any type of leave

#### 166 RATES OF PAY, ALLOWANCES AND EXPENSES – GENERAL

166.1 The current rates of pay are set out in Schedule 6A.

166.2 Allowances and expenses are contained in Schedule 6B.

#### 167 ORDINARY HOURS OF WORK

167.1 Except where agreed in accordance with sub-clause 25.5 of this Agreement, no Employee who works rostered Shifts shall be rostered for a period longer than 10 hours to be worked in 12 hours overall.

167.2 All time reasonably taken by an Employee in handing over shall be counted as time worked.

- 167.3 Where an Employee's hours of work and/or working patterns are less than the standard hours described in Clause 25 (Hours of Work) the Employee may retain these arrangements in the event of a regrading or a management-initiated transfer. However, the Employee may elect to accept standard hours in which case their rate of pay will be adjusted so the Employee will be entitled to be paid the pay point above the pay point that the Employee would otherwise be entitled to as a result of the regrading or the management-initiated transfer.
- 167.4 In the case of an Employee who receives a personal rate of pay and that personal rate of pay exceeds the top salary point that would apply as a result of the regrading or management-initiated transfer, and the Employee elects to accept standard hours the Employee will receive a new personal rate of pay that provides for retention of the amount of the monetary differential between their current personal rate of pay and the top pay point of the grade they held prior to the regrading or the management-initiated transfer.
- 167.5 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Employee's representative within the area concerned, subject to the following criteria:
- (a) the new roster arrangement will commence not less than 14 days after agreement is reached;
  - (b) work health and safety issues (including the ACTU Code of Conduct on 12 hour Shifts);
  - (c) monitoring of health subsequent to implementation;
  - (d) suitable rostering arrangements being made; and
  - (e) proper supervision being provided.
- 167.6 Non-Operational Employees, employed on other than Shiftwork arrangements, who agree to commence and/or finish their normal daily hours outside of the ordinary hours will be entitled to the payment of a loading at the rate of 20% where they commence work prior to and 25% where they finish after the ordinary hours for that day.

## **168 INTERVALS BETWEEN SHIFTS**

- 168.1 The minimum interval between ordinary Shifts shall be 10 hours off duty, except:
- (a) when changing Shifts, in which case a minimum of 8 hours shall apply;
  - (b) when changing Shifts by mutual agreement;
  - (c) when returning to home station, in which case the provisions of Clause 179.2 (Travelling Time) shall apply.
- 168.2 Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause shall not apply to Employees working in accordance with sub-clause 168.1 or when performing duties which require 'double-back' Shifts with 8 hours off duty.

- 168.3 Employees required to commence work on a new Shift with fewer than 8 hours off duty shall be paid at overtime rates for such Shift.
- 168.4 The penalties provided for in sub-clauses 168.2 and 168.3 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 168.5 This clause does not apply where working overtime results in an Employee commencing a new Shift with less than 8 hours off duty as this working is covered within the overtime provisions in Clause 175.

## **169 MEAL BREAKS**

- 169.1 Employees shall be entitled to unpaid meal breaks of not less than 30 minutes and not more than 60 minutes. However, where operational requirements so determine the meal break may be substituted with paid crib breaks.
- 169.2 No Employee shall be booked off between the hours of 2200 and 0600 except for one meal break, not exceeding one hour, to be taken after 2 hours and prior to 5 hours from the commencement of duty.

## **170 SUNDAY TIME**

Time worked on a Sunday will not be taken into consideration for the calculation of overtime penalty, except as provided for in sub-clause 175.6.

## **171 SHIFT WORK**

- 171.1 For the purposes of this Section 6 in relation to all Employees other than those provided for at Clause 189(Shift Work – Country Link Stations)::
- (a) "Afternoon Shift" means a Shift on which ordinary time commences before and concludes after 1800;
  - (b) "Night Shift" means a Shift on which ordinary time commences at or between 1800 and 0359;
  - (c) "Early Morning Shift" means a Shift on which ordinary time commences at or between 0400 and 0530.
- 171.2 For all paid time on duty for ordinary hours on days other than a Saturday, Sunday or public holiday, Employees shall be paid the allowance:
- (a) set out at item 1 of Schedule 6B for work on an Afternoon Shift;
  - (b) set out at item 2 of Schedule 6B for work on a Night Shift; and
  - (c) set out at item 3 of Schedule 6B for work on an Early Morning Shift.
  - (d) In calculating these allowances, parts of an hour of less than 30 minutes shall be disregarded and a period of 30 minutes to 59 minutes shall be paid for as an hour.
- 171.3 Additionally, Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid a loading for that Shift set out at item 4 of Schedule 6B, provided that the loading is not payable on a public holiday or overtime Shift.

**172 WORKING ON BOOK OFF DAY**

- 172.1 Working on a book off day:
- (a) Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half;
  - (b) Where another day off in lieu in the fortnight is not granted, working a book off day shall be included for the calculation of any payment under any other clauses of this Section 6.
- 172.2 A book off day shall be of at least 24 hours duration, with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.
- 172.3 Employees required to attend enquiries, conferences or examinations on a book off day, without having received notification prior to 1000 on the preceding day, shall be paid time and one half for the time in attendance, subject to a minimum of a day's pay at ordinary rates. Such time shall stand alone and be paid for independently of other time.
- 172.4 Where notice is given prior to 1000 on the preceding day, time in attendance is to be treated as ordinary time, unless otherwise entitled to payment at overtime rates, with a minimum of one day's pay, at ordinary rates, applying.
- 172.5 For the purposes of this clause a book off day is any day where an ordinary Shift is not rostered, but does not include ADO's or any type of leave.

**173 MINIMUM PAYMENTS**

- 173.1 Employees who have been directed to attend for duty and who are subsequently told that they are not required on that day shall be paid 2 hours pay, unless notice has been provided to the Employee at least 4 hours before the advised sign-on time.
- 173.2 Employees who attend for duty, as directed, and are notified that their sign-on time has been put back to a later time shall be paid one hours pay for such attendance.
- 173.3 Employees who attend for duty, as directed, and who actually undertake work, on any day or Shift, shall be paid a minimum of 4 hours at ordinary rates.
- 173.4 The allowances provided for in this clause shall not be included for any other purposes of this Section 6.

**174 BROKEN SHIFTS**

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

**175 OVERTIME**

- 175.1 All time worked in excess of the hours prescribed within the relevant Hours of work clauses of this Agreement (i.e. Clause 25 (Hours of Work) and Clause 167 (Ordinary Hours of Work), shall be overtime. Except where the custom or practice is to work fewer than seventy-six hours per fortnight, all hours up to seventy-six hours per fortnight shall be paid at ordinary rates.
- 175.2 Overtime worked at the conclusion of an extended Shift (as provided for within sub-clause 167.5 of this Agreement):
- (a) if commenced prior to the expiration of 11 ordinary hours of work shall be payable at time and one half;
  - (b) time worked after 11 or more ordinary hours of work shall be paid for at double time.
- 175.3 Employees who work in excess of 76 hours per fortnight shall be paid at the rate of time and one half for excess hours worked. Overtime worked in excess of 8 hours in any one Shift shall be paid at the rate of time and one half for the first 3 hours and double time thereafter.
- 175.4 For Employees participating in a 19 day four-weekly work cycle, the fortnightly overtime shall mean time worked in excess of 72 or 76 hours respectively.
- 175.5 For the purposes of this clause, time paid for is treated as working time.
- 175.6 Employees whose salary does not exceed the salary for RC6C who work overtime between 12 midnight Saturday and 12 midnight Sunday, shall be paid an overtime rate of double-time and such working shall be included for the assessment of the fortnightly overtime rate provided for in sub-clause 175.3.
- 175.7 Employees who work overtime commenced between 12 midnight Friday and 12 midnight Saturday, shall be paid an overtime rate of time and one half for the first 3 hours and double-time thereafter. Such payment shall stand alone and not be included for any other purposes of this Section 6.
- 175.8 If as a result of working overtime an Employee does not have a continuous break of 8 consecutive hours between finishing the Shift and commencing the next ordinary Shift, a rest period of 8 continuous hours may be granted and paid at ordinary rates. Where such a break is not granted, a penalty payment of double-time shall apply to ordinary hours worked during such period.
- 175.9 Employees who work more than 8 hours overtime finishing within 4 hours of their ordinary starting time on a Monday:
- (a) may be granted a rest period of 4 hours upon completion of the overtime work and paid at ordinary rates for so much of the 4 hours as overlaps with the ordinary commencing time of the Monday Shift; or
  - (b) may be paid a penalty payment at the rate of time and one half for time worked during the ordinary hours of the Monday Shift and ordinary time for any rest break given during the ordinary hours of that Shift, until they have had 4 consecutive hours rest.
- 175.10 All overtime worked on a Sunday shall be payable at the rate of double-time. (Employees paid at RC6C or less refer to sub-clauses 175.3 and 175.6).

175.11 Unless approved by the relevant Level 2 Manager or their nominee, payment for overtime worked shall not be made to:

- (a) Employees who are employed in positions that are covered under a Classification Structure in Schedule 6A and whose rate of pay exceeds the amount set out at Item 6 of Schedule 6B; or
- (b) Employees to whom Division 4 of this Section 6 applies who are employed in positions above RC Grade 5. Employees in positions at RC Grade 5 whose rate of pay exceeds RC Grade 6C shall be paid at the rate of RC Grade 6C.

175.12 Employees other than those referred to in Sub-clause 175.10 may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.

## **176 ON CALL ALLOWANCE**

176.1 Employees, other than those Employees referred to in Sub-clause 176.2, who are "On Call" shall be paid an allowance as set out at item 17 of Schedule 6B for a night or as set out at item 16 of Schedule 6B for a day, or as set out at item 18 of Schedule 6B for a day and a night, except when:

- (a) called out for duty and paid in accordance with Clause 177 (Call Outs);
- (b) required to work planned overtime which attracts the equivalent or a greater payment; or
- (c) permission is granted to leave the relevant district or section.

176.2 Clerical, Administrative, Technical and Professional Employees when on call shall be paid an Allowance as set out at item 24A of Schedule 6B per rostered day or Shift and the amount set out at item 24B of Schedule 6B for a non-rostered day or Shift.

176.3 Unless approved by the relevant Level 2 Manager or their nominee, payment of the Allowance will not be made to Employees who are in receipt of a salary in excess of the amount set out at item 19 of Schedule 6B.

176.4 All salary references in this clause are exclusive of the Industrial Allowance referred to in Schedule 6B (item 8).

## **177 CALL OUTS**

177.1 Employees called out for work outside ordinary rostered hours shall be paid for such call-out, and each recall, at the rate of:

- (a) 3 hours at time and a half and one hour at double-time, or
- (b) at the rate of double-time for 4 hours, where it occurs on a Sunday,

including at breakdown conditions where applicable. Except, where the call-out is less than 3 hours before the usual starting time, in which case payment shall be made up to the usual starting time at the appropriate overtime rate.

177.2 Payments made under this clause shall not be subject to any extra payment whatsoever under any other clauses of this Section 6.

- 177.3 An Employee who has been called out for work outside ordinary rostered hours shall be entitled to be absent from work until the Employee has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.
- 177.4 The provisions of Sub-clause 177.3 do not apply to an Employee who has been called out for work outside ordinary rostered hours within 2 hours of normal starting time
- 177.5 The provisions of this clause:
- (a) shall not apply to an Employee whose salary exceeds the amount as set out at Item 19 of Schedule 6B;
  - (b) shall only apply to those Employees where their total hours for the fortnight exceed 76.

## **178 EXCESS TRAVELLING TIME**

- 178.1 Employees, other than relief Employees, who are required to undertake duty temporarily at a location to and from which they can travel daily, shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.
- 178.2 The provisions of this clause unless otherwise approved by the relevant Level 2 Manager or their nominee shall not apply to:
- (a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 6A and whose rate of pay exceeds that applicable to RC Grade 5E; or
  - (b) Employees to whom Division 4 of this Section 6 applies who are employed in positions above RC Grade 5; and
  - (c) Employees who work less than 76 hours per fortnight, and whose rate of pay is in excess of RC Grade 4E or who are employed in positions above RC Grade 4 until their total hours for the fortnight exceed 76.
- 178.3 Excess travel time is paid at ordinary time, except on Sundays and public holidays, when the rate shall be at time and one half, and on Saturdays, when the rate will be time and a quarter.

## **179 TRAVELLING TIME**

- 179.1 Travelling time outside of ordinary rostered hours, other than as provided for in Clause 178 (Excess Travelling Time), shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment of 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours.
- 179.2 Employees who are required to travel for an extensive period (12 hours or more) without being provided with a sleeping berth and who arrive at the destination within 4 hours of the commencing time of the rostered Shift shall, where the nature of the work permits, be allowed up to 8 hours rest. Any part of

the 8 hours which extends into the working Shift shall be paid for at single rate subject to a maximum payment of 4 hours.

- 179.3 Employees shall not be entitled to payment for any travelling or resting time when they are:
- (a) transferred from their home station at their request, except in the case of promotion.
  - (b) transferred due to strike conditions, medical reasons or disciplinary reasons.
  - (c) undertaking intermediate travel for the purpose of visiting their home station or residence. Sub-clause 179.3(c) does not apply where the Employee recommences duty at another temporary location, in which case payment will be made for any excess time spent travelling to the new location as compared to former location.
- 179.4 The provisions of this clause unless otherwise approved by the relevant Level 2 Manager shall not apply to:
- (a) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 6A and whose rate of pay exceeds that applicable to RC Grade 5E; or
  - (b) Employees who are employed in a position that is covered under an Operational Classification Structure in Schedule 6A and whose rate of pay is in excess of RC Grade 4E who work less than 76 hours per fortnight, until their total hours for the fortnight exceed 76; or
  - (c) Employees to whom Division 4 of this Section 6 applies who are employed in positions above RC Grade 5.
- 179.5 Travel time is paid at ordinary time, except on Sundays and public holidays when the rate shall be at time and one half, and on Saturdays, when the rate shall be at time and a quarter.

## **180 TRAVELLING AND INCIDENTAL EXPENSES**

- 180.1 Employees, other than 'regular' and 'roster' relief Employees, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station and/or residence daily, will be paid expenses as follows:
- (a) subject to sub-clauses 180.1(b) and (c), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 25 of Schedule 6B. If outside the State, an additional 50% shall be paid;
  - (b) non-relief Employees, who are relieving, will be paid in accordance with sub-clause 180.2 after 4 weeks on relief duties;
  - (c) where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of sub-clause 180.9, the Employee will be paid the amount as set out at item 26 of Schedule 6B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed

on the basis of one quarter of the amount per day contained in sub-clause 180.1(a) for each 'service entitlement' for which they have incurred expenses.

- 180.2 'Regular' relief Employees, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station, and/or residence daily shall be paid expenses as follows:
- (a) Subject to sub-clause 180.2(b), they will be paid expenses, based on reasonable and necessary costs incurred, at the rates as set out at item 28 of Schedule 6B, subject to a maximum payment as set out at item 29 of Schedule 6B per week of 7 calendar days.
  - (b) Where incomplete days are involved and this does not involve a bed 'service entitlement', subject to the provisions of sub-clause 180.10, the Employee will be paid the amount as set out at item 27 of Schedule 6B for each meal. Where incomplete days are involved and where the Employee has incurred a bed 'service entitlement', the Employee will be reimbursed on the basis of one quarter of the amount per day contained in sub-clause 180.2(a) for each 'service entitlement' for which they have incurred expenses.
- 180.3 A service entitlement will be calculated as follows:
- Breakfast – Depart home station before 0700 or return thereto after 0800.
  - Lunch – Depart home station before 1300 or return thereto after 1400.
  - Dinner – Depart home station before 1830 or return thereto after 1830.
  - Bed / Night Meal– Depart home station before 0100 or return thereto after 0100.
- 180.4 Employees, other than relief Employees, utilised on relief duties may have their home stations altered to a station nearer their residence than their appointed home station whilst relieving, but not otherwise.
- 180.5 'Roster' relief Employees, on roster relief duty away from their home station, shall be paid an allowance as follows:
- (a) when relieving outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 30 of Schedule 6B per week.
  - (b) when relieving inside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 31 of Schedule 6B per week.
  - (c) when relieving both inside and outside the Sydney Suburban Area or Newcastle Suburban Area the amount as set out at item 32 of Schedule 6B per week.
  - (d) where Employees perform only portion of their rostered work for a week, due to transfer or absence without pay, the allowance shall be paid on a pro-rata basis.

- (e) Employees who are employed away from their home station for any portion of a week, due to either temporary employment in another capacity or time lost through illness or leave with pay, the allowance shall be paid pro-rata plus any other allowance due, provided that the total minimum payment shall be not less than the appropriate amount specified in this sub-clause.
- (f) if on any day, Employees who are rostered 'spare', are required to relieve an Employee ordinarily relieved by another roster relief Employee, they shall be deemed to be working on their own roster, for the purposes of computing the allowance payable.

180.6 For the purpose of this clause:

- (a) Sydney Suburban Area means all places on the lines bounded on the south by Liverpool, on the west by Blacktown, on the north by Hornsby, on the Illawarra Line by Sutherland, and includes places on the Cronulla Line and places not on the said lines but within a radius of 24.14 kilometres from Central Station, Sydney.
- (b) Newcastle Suburban Area means all places on the lines bounded by Maitland on the north, Fassifern on the south and includes places on the Toronto and Belmont branch lines and places not on the said lines but within a radius of 11.27 kilometres from Newcastle Station.

180.7 Notwithstanding anything contained in this clause any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed in this clause shall be granted, upon application, such additional amount as the Employer approves.

180.8 The home station of Employees shall not be altered in any case where it is known that they will be required to work at a location for less than 6 months. Displaced Employees taking up a temporary secondment will have their temporary location treated as their home station for the purposes of this clause.

180.9 Operational Employees other than 'regular' and 'roster' relief Employees, applies when engaged on work for 4 hours or more away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 6B, for each meal – to be assessed in accordance with the provisions of sub-clause 180.3, provided that:

- (a) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Central Railway Station Sydney, proceeds to any place which is less than 16.09 kilometres from Central Railway Station Sydney or proceeds to the Car Sheds at Flemington, Mortdale, Hornsby, Railway establishments at Clyde, Enfield, Chullora, Departmental Contractor's works within 24.14 kilometres of Central Railway Station Sydney or any other place agreed upon between the Employer, and the relevant Employee representative, and
- (b) no allowance will be payable for the midday meal where an Employee, whose home depot is within a distance of 11.27 kilometres of Newcastle Railway Station proceeds to any place which is less than 11.27 kilometres distant from Newcastle Railway Station or any other place agreed upon between the Employer, and the relevant Employee representative.

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

- 180.10 'Regular' relief Operational Employees other than Employees to whom Division 4 of this Section 6 applies, when engaged on work away from their home station, to and from which they can travel daily, shall be paid as an expense a meal allowance at the rate as set out at item 27 of Schedule 6B, for each meal incurred. Assessment of meals shall be in accordance with the provisions of sub-clause 180.3.
- 180.11 Employees required to work overtime for more than 2 hours immediately before or after their ordinary starting or finishing time, without being notified 24 hours before of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at item 27 of Schedule 6B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals. Clause 180.11 will apply to RC Grade 1-7 Employees who are deemed to be an Operational Employee in accordance with clause 165(b)(ii) because of being a shiftworker, and clause 190.1 will not apply to the extent that there is a conflict with this clause.

## **181 HIGHER GRADE**

- 181.1 Employees shall perform any work reasonably directed by their Employer, for which they have the necessary competencies, skills and experience to perform.
- 181.2 Employees, when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 181.3 Where higher grade payments are made, the time so paid, exclusive of penalties, will be credited up to the maximum ordinary hours for the fortnight. Such credits will be utilised for the determination of incremental payments, rates of pay on promotion and upon entering on various forms of paid leave. In all other instances, the conditions applicable to the position being acted in shall apply.
- 181.4 Employees who are booked off to clear a public holiday and who are acting in a higher grade on the working days before and after the holiday, shall be paid for the public holiday at the applicable higher graded rate of pay.
- 181.5 During the period that Employees perform the duties of a higher grade position, they will receive not less than the minimum rate of pay for the higher duties position, subject to the following:
- (a) Where the higher duties are performed in an operational position, Employees will be paid at the higher rate when they perform the duties of the higher grade position.
  - (b) Employees to whom Division 4 of this Section 6 applies will be paid at the higher rate on each occasion where the higher duties are performed for five days or more, except for Shiftwork positions where the Employee will be paid at the higher rate on each full day that the duties are performed.
- 181.6 The parties agree to higher duties being utilised to fill temporary vacancies to allow Employees to develop additional skills. Suitably qualified applicants will share the position on a rotational basis, for a period of up to six months.

181.7 It is also agreed that secondment opportunities are to be advertised across the organisation for temporary vacancies that are available for a period of up to twelve months. Where special circumstances exist, and with consent of the unions, the secondment may go beyond a period of twelve months, but shall not exceed two years.

181.8 Existing arrangements with respect to payment and selection of Employees for acting up shall continue to apply in those areas where such formal agreements exist.

## **182 PERFORMANCE MANAGEMENT AND DEVELOPMENT**

182.1 This clause applies to all Employees other than those covered by sub-clause 182.12.

182.2 Performance Development Program (PDP) means a program agreed between the relevant Manager and the Employee, which sets out the annual performance measures along with any training and development that is required for meeting the Employee's overall training and development.

182.3 Each Employee is to have a performance development program in place.

182.4 Ongoing training and development that may include internal and external courses, seminars, coaching and mentoring, on the job learning and other programs.

182.5 Where a dispute arises in the development of an Employee's PDP it shall be raised in the first instance by the Employee, or their nominee, directly with the next level supervisor/manager, who shall provide a written response to the Employee advising them of the action/s intended. Should the dispute not be resolved, Step 3 of the Dispute Settlement Procedure (DSP) applies.

182.6 The Employee's annual performance assessment will be due at the end of the Financial Year. Incremental progression will be on the anniversary of their employment, promotion or transfer onto their current incremental level.

182.7 Employees can only progress one incremental level each year.

182.8 Employees cannot be incrementally regressed as a result of their annual performance assessment.

182.9 Where the Employee's performance and/or service are not scored satisfactory and incremental progression is not approved, the Employee will be notified in writing. The Employee will have 14 days in which to lodge an appeal with the Director, People & Culture Business Partnering or their nominee if they wish to contest that decision. Should the decision of the Director, People & Culture Business Partnering or their nominee be disputed, the issue may be referred to an independent Management Coach or another person with appropriate skills and competency in Performance Management application. The decision of the third party will be final.

182.10 An Employee's PDP score cannot be scored unsatisfactory due to circumstances beyond the control of the Employee such as non approval of attendance at seminars or specialist courses identified in the Employee's PDP.

182.11 Employees will meet with their Manager at a minimum of six monthly intervals to raise any issues or concerns that they have in completing their performance plan and obtain feedback in relation to how they are performing.

- (a) Rail Classification Grades 1 to 5
  - (i) Annual incremental progression within each Grade will be subject to the Employee's performance and service being scored as satisfactory over the previous twelve months
- (b) Rail Classification Grades 6 and 7
  - (i) Each Employee is to have a performance plan, with criteria developed in consultation with their manager/supervisor, and included in their performance plan at the beginning of, or in response to changing organisational priorities, during their 12 months performance period.
  - (ii) Annual incremental progression within each of these two Grades will be subject to the Employee having satisfactorily achieved the performance plan.

182.12 Other classifications:

- (a) This sub-clause applies to Train Crew Operations Inspectors, and PFM Supervisor Operations/ Maintenance.
- (b) Each Employee's salary will be reviewed annually taking into account their performance and development assessment. Following the review Employees will receive salary progression, where applicable, to the appropriate performance level, provided that an Employee will not progress more than two pay levels following each review.

## **183 ALLOWANCES**

183.1 Climatic Zone Allowance

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

Shall be paid the allowance as set out at item 9 of Schedule 6B.

- (b) Where Employees are in receipt of the climatic zone allowance provided for in sub-clause 183.1(a) work temporarily outside the areas listed in sub-clause 183.1(a), payment of this allowance shall continue unless this temporary work is at the Employee's own request.
- (c) Additionally, Employees whose home station is Broken Hill shall be paid an allowance as set out at item 10 of Schedule 6B.

- (d) These allowances are payable on ordinary time only.

### 183.2 **Dirty Work**

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid the allowance as set out at item 11 of Schedule 6B.

### 183.3 **Tunnel Money**

- (a) Employees when working in the Eveleigh Dive or in tunnels over 400 metres in length shall be paid an allowance as set out at item 11A of Schedule 6B per hour.
- (b) Where the time in a tunnel is 30 minutes or more, a minimum of one hour shall be paid at the additional rate, but where the time in a tunnel is less than 30 minutes no additional rate shall be payable under this sub-clause.

### 183.4 **Wet Work**

- (a) Employees, other than those whose ordinary work is at times associated with water, working in any place where their clothing or boots become saturated shall be paid as set out at item 11B of Schedule 6B per hour extra while required to work in such clothing or boots.
- (b) This allowance shall not be payable where suitable personal protective equipment and/or footwear is provided by the Employer.

### 183.5 **First Aid**

Employees who are qualified and who are nominated to be in charge of a First Aid Kit and serving more than 25 Employees per Shift will be paid a first aid allowance at the rate as set out at item 34 of Schedule 6B per Shift.

## **DIVISION 2 – STATIONS OPERATIONS MANAGEMENT**

### **184 APPLICATION OF DIVISION 2**

This Division 2 applies to all Stations Management Employees.

### **185 DUTY MANAGERS – RELIEF**

Duty Managers who are regular relief Employees, but excluding roster relief Employees and except the Sydney and Newcastle Traffic Districts, shall be paid an additional sum as set out at item 13 of Schedule 6B per annum. However, this additional payment shall not be taken into consideration in determining their relative seniority with other relevant Employees.

### **186 MERIT REVIEW**

In any review of merit selection procedures, Station leadership will be involved in the process of selecting station staff to act in higher grade.

**187 OCR ASSESSMENT**

The existing OCR assessment system for the grading of Station Managers and Duty Managers will continue to apply.

**DIVISION 3 – REGIONAL EMPLOYEE (FORMER COUNTRYLINK)****188 APPLICATION OF DIVISION 3**

This division 3 applies to all Regional Stations (Former CountryLink) Employees.

**189 SHIFT WORK – REGIONAL STATIONS (FORMER COUNTRYLINK)**

189.1 Shift penalties (payable for the whole of a Shift) will be paid as follows:-

Afternoon: Commencing or concluding 1800 – 2400

Night: Commencing or concluding 2400 – 0600

189.2 In the event that a Shift commences during the afternoon period but concludes during the night period the night penalty will be paid.

**DIVISION 4 – NSW TRAINLINK CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES****190 NSW TRAINLINK CLERICAL, ADMINISTRATIVE, TECHNICAL AND PROFESSIONAL EMPLOYEES**

190.1 The rates of pay specified in Schedule 6A for NSW TrainLink Clerical, Administrative, Technical and Professional Employees Grades 1 – 7, are inclusive of all expenses and disability allowances but are exclusive of additional wage related payments and additional responsibility allowances. Without limiting the meaning of the terms, the following are examples of allowances and payments referred to:

- (a) expense allowances – daily meal allowance;
- (b) disability allowances – start and finish allowances;
- (c) wage related payment – annual leave loading; and
- (d) responsibility allowances – first aid allowance.

## SCHEDULE 6A – CLASSIFICATIONS AND RATES OF PAY

	1 May 2022		1 May 2023	
	Non Operational			
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
* RC 1 Level A	\$54,171	<b>\$57,762</b>	\$55,812	<b>\$59,512</b>
* RC 1 Level B	\$55,342	<b>\$58,933</b>	\$57,019	<b>\$60,719</b>
* RC 1 Level C	\$56,611	<b>\$60,202</b>	\$58,326	<b>\$62,026</b>
* RC 1 Level D	\$57,747	<b>\$61,338</b>	\$59,497	<b>\$63,197</b>
* RC 1 Level E	\$58,849	<b>\$62,440</b>	\$60,632	<b>\$64,332</b>
* RC 2 Level A	\$63,270	<b>\$66,861</b>	\$65,187	<b>\$68,887</b>
* RC 2 Level B	\$65,501	<b>\$69,092</b>	\$67,486	<b>\$71,186</b>
* RC 2 Level C	\$67,454	<b>\$71,045</b>	\$69,498	<b>\$73,198</b>
* RC 2 Level D	\$69,735	<b>\$73,326</b>	\$71,848	<b>\$75,548</b>
* RC 2 Level E	\$72,957	<b>\$76,548</b>	\$75,168	<b>\$78,868</b>
* RC 3 Level A	\$75,990	<b>\$79,581</b>	\$78,292	<b>\$81,992</b>
* RC 3 Level B	\$78,399	<b>\$81,990</b>	\$80,774	<b>\$84,474</b>
* RC 3 Level C	\$80,135	<b>\$83,726</b>	\$82,563	<b>\$86,263</b>
* RC 3 Level D	\$82,428	<b>\$86,019</b>	\$84,926	<b>\$88,626</b>
* RC 3 Level E	\$84,488	<b>\$88,079</b>	\$87,048	<b>\$90,748</b>
* RC 4 Level A	\$87,045	<b>\$90,636</b>	\$89,682	<b>\$93,382</b>
* RC 4 Level B	\$89,900	<b>\$93,491</b>	\$92,624	<b>\$96,324</b>
* RC 4 Level C	\$92,938	<b>\$96,529</b>	\$95,754	<b>\$99,454</b>
* RC 4 Level D	\$96,902	<b>\$100,493</b>	\$99,838	<b>\$103,538</b>
* RC 4 Level E	\$100,936	<b>\$104,527</b>	\$103,994	<b>\$107,694</b>
* RC 5 Level A	\$105,761	<b>\$109,352</b>	\$108,966	<b>\$112,666</b>
* RC 5 Level B	\$110,557	<b>\$114,148</b>	\$113,907	<b>\$117,607</b>
* RC 5 Level C	\$114,374	<b>\$117,965</b>	\$117,840	<b>\$121,540</b>
* RC 5 Level D	\$118,332	<b>\$121,923</b>	\$121,917	<b>\$125,617</b>
* RC 5 Level E	\$122,544	<b>\$126,135</b>	\$126,257	<b>\$129,957</b>
* RC 6 Level A	\$127,196	<b>\$130,787</b>	\$131,050	<b>\$134,750</b>
* RC 6 Level B	\$130,312	<b>\$133,903</b>	\$134,260	<b>\$137,960</b>
* RC 6 Level C	\$134,014	<b>\$137,605</b>	\$138,075	<b>\$141,775</b>
* RC 6 Level D	\$137,719	<b>\$141,310</b>	\$141,892	<b>\$145,592</b>
* RC 6 Level E	\$141,430	<b>\$145,021</b>	\$145,715	<b>\$149,415</b>

	1 May 2022		1 May 2023	
	Non Operational			
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
* RC 7 Level A	\$143,596	<b>\$147,187</b>	\$147,947	<b>\$151,647</b>
* RC 7 Level B	\$147,243	<b>\$150,834</b>	\$151,704	<b>\$155,404</b>
* RC 7 Level C	\$150,909	<b>\$154,500</b>	\$155,482	<b>\$159,182</b>
* RC 7 Level D	\$154,595	<b>\$158,186</b>	\$159,279	<b>\$162,979</b>
* RC 7 Level E	\$158,350	<b>\$161,941</b>	\$163,148	<b>\$166,848</b>
* The RC Classification Structure also includes Employees who are deemed Operational because they are Shiftworkers.				
<b>Station Operations Classifications</b>				
CCTV Operator	\$68,994	<b>\$72,585</b>	\$71,085	<b>\$74,785</b>
Duty Manager Level 1	\$73,843	<b>\$77,434</b>	\$76,080	<b>\$79,780</b>
Duty Manager Level 2	\$76,553	<b>\$80,144</b>	\$78,873	<b>\$82,573</b>
Duty Manager Level 3	\$82,423	<b>\$86,014</b>	\$84,920	<b>\$88,620</b>
Duty Manager Level 4	\$89,826	<b>\$93,417</b>	\$92,548	<b>\$96,248</b>
Sales Account Team Leader Level1 (Competent)	\$80,675	<b>\$84,266</b>	\$83,119	<b>\$86,819</b>
Sales Account Team Leader Level2 (Competent)	\$87,674	<b>\$91,265</b>	\$90,331	<b>\$94,031</b>
Sales Account Team Leader Level 3 (Competent)	\$95,605	<b>\$99,196</b>	\$98,502	<b>\$102,202</b>
Salesperson (Competent)	\$69,809	<b>\$73,400</b>	\$71,924	<b>\$75,624</b>
Sales / Support Officer (Competent)	\$72,245	<b>\$75,836</b>	\$74,434	<b>\$78,134</b>
Station Support Officer	\$73,843	<b>\$77,434</b>	\$76,080	<b>\$79,780</b>
Station Manager Level 1	\$73,843	<b>\$77,434</b>	\$76,080	<b>\$79,780</b>
Station Manager Level 2	\$76,553	<b>\$80,144</b>	\$78,873	<b>\$82,573</b>
Station Manager Level 3	\$82,423	<b>\$86,014</b>	\$84,920	<b>\$88,620</b>
Station Manager Level 4	\$89,826	<b>\$93,417</b>	\$92,548	<b>\$96,248</b>
Station Manager Level 5	\$100,947	<b>\$104,538</b>	\$104,006	<b>\$107,706</b>
Station Manager Level 6	\$106,918	<b>\$110,509</b>	\$110,158	<b>\$113,858</b>

	1 May 2022		1 May 2023	
	Non Operational			
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Station Manager Level 7	\$110,547	<b>\$114,138</b>	\$113,897	<b>\$117,597</b>
*Station Manager Level 2 Year 1	\$84,424	<b>\$88,015</b>	\$86,982	<b>\$90,682</b>
*Station Manager Level 2 Year 2	\$86,338	<b>\$89,929</b>	\$88,954	<b>\$92,654</b>
*Station Manager Level 2 Year 3	\$88,251	<b>\$91,842</b>	\$90,925	<b>\$94,625</b>
*Station Manager Level 3 Year 1	\$90,884	<b>\$94,475</b>	\$93,638	<b>\$97,338</b>
*Station Manager Level 3 Year 2	\$92,940	<b>\$96,531</b>	\$95,756	<b>\$99,456</b>
*Station Manager Level 3 Year 3	\$95,003	<b>\$98,594</b>	\$97,882	<b>\$101,582</b>
*Station Manager Level 4 Year 1	\$101,306	<b>\$104,897</b>	\$104,376	<b>\$108,076</b>
*Station Manager Level 4 Year 2	\$103,551	<b>\$107,142</b>	\$106,689	<b>\$110,389</b>
*Station Manager Level 4 Year 3	\$106,021	<b>\$109,612</b>	\$109,233	<b>\$112,933</b>
*Station Manager Level 5 Year 1	\$111,293	<b>\$114,884</b>	\$114,665	<b>\$118,365</b>
*Station Manager Level 5 Year 2	\$113,818	<b>\$117,409</b>	\$117,267	<b>\$120,967</b>
*Station Manager Level 5 Year 3	\$116,341	<b>\$119,932</b>	\$119,866	<b>\$123,566</b>
*Station Manager Level 6 Year 1	\$117,862	<b>\$121,453</b>	\$121,433	<b>\$125,133</b>
*Station Manager Level 6 Year 2	\$120,535	<b>\$124,126</b>	\$124,187	<b>\$127,887</b>
*Station Manager Level 6 Year 3	\$123,207	<b>\$126,798</b>	\$126,940	<b>\$130,640</b>
*Station Manager Level 7 Year 1	\$124,616	<b>\$128,207</b>	\$128,392	<b>\$132,092</b>
*Station Manager Level 7 Year 2	\$127,379	<b>\$130,970</b>	\$131,239	<b>\$134,939</b>
*Station Manager Level 7 Year 3	\$130,141	<b>\$133,732</b>	\$134,084	<b>\$137,784</b>

\*The above rates are inclusive of the Station Management Residence Allowance.

Progression between the Year 1, Year 2 and Year 3 rates within a level is subject to the Station Manager Development and Performance Program

## SCHEDULE 6B – ALLOWANCES

	1 May 2022	1 May 2023
<b>Shift Work</b>		
<b>Item 1</b> Afternoon Shift	\$4.12	\$4.24
<b>Item 2</b> Night Shift	\$4.86	\$5.01
<b>Item 3</b> Early Morning Shift	\$4.12	\$4.24
<b>Item 4</b> Additional loading	\$4.86	\$5.01
<b>Overtime limits</b>		
<b>Item 6</b> Non-operational Employees	\$134,014	\$138,075
<b>Item 7</b> Operational Employees	\$141,430	\$145,715
<b>Industry allowance</b>		
<b>Item 8</b> Industry Allowance	\$3,591	\$3,700
<b>Other allowances</b>		
<b>Item 9</b> Climatic zone	\$18.24	\$18.79
<b>Item 10</b> Broken Hill	\$12.57	\$12.95
<b>Item 11</b> Dirty work	\$1.18	\$1.22
<b>Item 11A</b> Tunnel money	\$0.72	\$0.74
<b>Item 11B</b> Wet work	\$0.57	\$0.59
<b>Item 12A</b> per annum	214.94	221.45
<b>Item 13</b> Assistant Station Managers – Relief	\$72.02	\$74.20
<b>Item 14</b> Salaried Supervisor (a)	\$2,213.79	\$2,280.87
<b>Item 15</b> Salaried Supervisor (b)	\$1,106.28	\$1,139.80
<b>On call</b>		
<b>Item 16</b> Ordinary on Call – Day	\$17.99	\$18.54
<b>Item 17</b> Ordinary on Call – Night	\$12.02	\$12.38
<b>Item 18</b> Ordinary on Call – Day & Night	\$30.01	\$30.92
<b>Item 19</b> Maximum Salary	\$134,014	\$138,075
<b>Item 24A</b> Rostered Day	\$29.05	\$29.93
<b>Item 24B</b> Non Rostered Day	\$43.66	\$44.98
<b>Travelling and Incidental Expenses General</b>		
<b>Item 25</b> Rate per Day	\$214.95	\$221.45
<b>Item 26</b> Per service	\$53.85	\$55.50
<b>Item 27</b> Meal / Overtime meal	\$21.60	\$22.25
<b>Item 28</b> Relief per day	\$138.30	\$142.50

	<b>1 May 2022</b>	<b>1 May 2023</b>
<b>Item 29</b> Relief per week	\$967.40	\$996.70
<b>Item 30</b> Roster Relief Outside sub.	\$180.45	\$185.90
<b>Item 31</b> Inside sub.	\$90.20	\$92.95
<b>Item 32</b> Inside and out	\$180.45	\$185.90
<b>Other Allowances</b>		
<b>Item 34</b> First Aid (per Shift)	\$3.59	\$3.70
<b>Item 35</b> Workplace Training and Assessment (per hr)	\$4.97	\$5.12
<b>Item 36</b> Salesperson Coaching (per hr)	\$1.87	\$1.93
<b>Item 37</b> Travelink Allowance (per hr)	\$0.89	\$0.92
<b>Item 38</b> Station Disability Allowance (a) (per hr)	\$0.43	\$0.44
<b>Item 39</b> Station Disability Allowance (b) (per hr)	\$0.85	\$0.88
<b>Item 41</b> OH First Aid Certificate (per Shift)	\$5.25	\$5.40

## SECTION 7 – NSW TRAINLINK OPERATIONS

### 191 APPLICATION OF SECTION 7

Section 7 applies to those Employees whose positions are covered under one of the classifications that are included in Schedule 7A.

### 192 DEFINITIONS AND INTERPRETATION

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

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

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

**Operational Wages Employees** means those Employees listed in Schedule 7A, excluding those classifications under the headings of On Board Services Staff and Train Crew.

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

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

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

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

**Train Crew** means the essential crew that are required to move a train and includes InterCity Drivers and Guards and Regional (Former CountryLink) Drivers.

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

**Trains Guards Home station** means the regular place allotted to a Train Guard to sign on and off duty.

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

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

Provided that when a Guard or Operational Wages Employee travels:

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

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

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

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

### **193 HOURS OF WORK**

193.1 Ordinary hours may be worked in Shifts of up to 12 hours, without attracting overtime penalties, provided that when it is proposed to alter the current length of Shift or remove overtime penalties it shall be subject to the agreement of the Employer and Employee(s) or the Union delegate within the area concerned, subject to the following criteria:

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

### **194 INTERVALS BETWEEN SHIFTS**

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

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

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

- 194.4 On Board Services Employees who are unable to have an interval of 7 hours at a foreign location as result of disrupted services, shall be paid at the rate of single time until the commencement of their next Shift. This time shall not be used in the calculation of overtime.
- 194.5 Operational Wages Employees shall be 10 hours off duty between ordinary Shifts, except:
- (a) when changing Shifts, in which case a minimum of 8 hours shall apply.
  - (b) when returning to home station, in which case the provisions of Clause 205 (Travelling Time) shall apply.
- 194.6 Operational Wages Employees required to commence work on a new Shift within 10 hours of completing a Shift, but after 8 hours off duty, shall be paid time and a quarter for such Shift. This sub-clause does not apply to Employees working in accordance with sub-clause 194.5 or when performing duties which require 'double-back' Shifts with 8 hours off duty.
- 194.7 Operational Wages Employees required to commence work on a new Shift with fewer than 8 hours off duty, shall be paid at overtime rates for such Shift.
- 194.8 The penalties provided for in sub-clauses 194.6 and 194.7 shall not apply where arrangements are altered to meet an Employee's convenience in changing or exchanging Shifts.
- 194.9 Employees, other than On Board Services Employees, who are not informed upon ceasing duty when they will be required shall be free to assume that they will not be required for a period of 12 hours, and shall suffer no disability other than having to wait for the next available job if they are called upon for duty during that period and are not ready.
- 194.10 Guards who have been booked or directed to attend for duty, and have been notified once or more often that they will not be required till later, shall, after 10 hours have elapsed from the time at which they were originally booked or directed to attend, be allowed, if they so desire, a further period of 8 hours for rest before the time at which they are to take up duty again.
- 194.11 For the purpose of determining intervals between Shifts at the home stations of guards, travelling time shall be deemed time on duty.
- 194.12 Regional (Former CountryLink) Drivers minimum rest periods will be exclusive of travelling time.
- 194.13 The rostering of return working shall ensure that the Regional (Former CountryLink) Drivers will have not less than 7 hours rest period available at the rest accommodation.

## **195 MEAL BREAKS**

- 195.1 For all Shifts that exceed 5 hours, Intercity Drivers shall, except in cases of unavoidable necessity, be allowed a meal period between the third and fifth hours of duty of not less than:
- (a) 10 minutes, if driving any other passenger service, paid at the same rate of pay received immediately before the commencement of the break. Provided that when rostered for a round trip, the meal period may be

arranged at the turn round point. Meal breaks for train drivers working a 'double Shift' is detailed at Sub-clause 209.5(e) (Kilometrage payments).

- 195.2 For all Shifts that exceed 5 hours, Guards shall, except in cases of unavoidable necessity, be allowed a meal period between the third and fifth hours of duty of not less than 20 minutes, paid at the same rate of pay received immediately before the commencement of the break.
- 195.3 Regional (Former CountryLink) Drivers, who are due for a break at a turnaround location, will be provided a 20 minute meal break without deduction of pay.
- 195.4 On Board Services Employees will receive a meal break of 20 minutes on each turn of duty, which will be paid at the same rate of pay that the Employee received immediately before the commencement of the meal, for the partaking of a meal.
- 195.5 Operational Wages Employees, working greater than a 5 hour shift, will be provided with a 20 minute crib break at a time that meets the operational needs and the need for the employee to rest.

## **196 SUNDAY TIME**

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

## **197 SHIFT WORK**

- 197.1 For all Employees, other than Regional (Former CountryLink) Station Employees:
- (a) Afternoon Shift means a Shift on which ordinary time commences before and concludes after 1800.
  - (b) Night Shift means a Shift on which ordinary time commences at or between 1800 and 0359.
  - (c) Early Morning Shift means a Shift on which ordinary time commences at or between 0400 and 0530.
- 197.2 For Regional (Former CountryLink) Station Employees, Shift penalties will be paid as follows:
- |            |                          |             |
|------------|--------------------------|-------------|
| Afternoon: | Commencing or concluding | 1800 – 2400 |
| Night:     | Commencing or concluding | 2400 – 0600 |
- Where a Shift commences during the afternoon period but concludes during the night period thenight penalty will be paid.
- 197.3 For all Operational Wages Employees, other than InterCity Train Crew

- (a) working ordinary hours on days other than a Saturday, Sunday or public holiday shall be paid:
  - (i) as set out at item 2 of Schedule 7B for an Afternoon Shift;
  - (ii) as set out at item 3 of Schedule 7B for a Night Shift;
  - (iii) as set out at item 4 of Schedule 7B for an Early Morning Shift.

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

- (b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading as set out at item 5 of Schedule 7B, provided that such loading is not payable on a public holiday or an overtime Shift.

#### 197.4 For InterCity Train Crew:

- (a) working ordinary hours on days other than a Saturday, Sunday or public holiday shall be paid:
  - (i) as set out at item 6 of Schedule 7B for an Afternoon Shift;
  - (ii) as set out at item 7 of Schedule 7B for a Night Shift;
  - (iii) as set out at item 8 of Schedule 7B for an Early Morning Shift.

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

- (b) Employees who sign on or off at or between 0101 and 0359 on Monday to Friday shall be paid for that Shift a loading as set out at item 5 of Schedule 7B, provided that such loading is not payable on a public holiday or an overtime Shift.

## 198 GUARANTEED PAYMENT

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

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

Where through bona fide illness or approved leave, payment less than the Guaranteed Payment is due, the payment shall be the Guaranteed Payment less the amount which would have been payable had the Employee performed duties during the absence. Provided that if the latter amount cannot be

determined the deduction shall be of one day's ordinary hours for each day's absence.

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

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

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

- 198.3 The Guaranteed Payment, for other than train drivers, is not payable in the case of strike by other Employees or where work is unavailable for a period exceeding one week (7 consecutive days) because of a strike or lock out of other Employees or other workers. In the latter event any of the parties may apply immediately to the Commission for an exemption or variation of this clause considered justified by the actual circumstances.

- 198.4 This clause applies to time worked on ordinary Shifts only. Time worked on excess Shifts shall be paid for in addition to the Guaranteed Payment.

## **199 WORKING ON BOOK OFF DAY**

- 199.1 Train Crew who have been booked off for the day and are called upon to take up duty on that day shall be given at their residence 24 hours notice of their requirement for duty, or shall be paid time and a quarter for the whole Shift.
- 199.2 Operational Wages Employees required to work on a book off day, other than a Saturday or Sunday, shall, unless they are given 24 hours notice, be paid for time worked at the rate of time and one half. Where another day off in lieu is granted, working a book off day shall stand alone and not be included for the calculation of any other payment under any other clause of this Section 7.
- 199.3 A book off day shall be of at least 24 hours duration (with the exception of Intercity and Regional (Former CountryLink) Drivers who will retain the conditions outlined within the Drivers Rostering and Working Arrangements and State Rail Authority of NSW Stable Rostering Code 1987) with every effort being made to permit a period of 32 hours between the time the Employee signed off and when the Employee next signs on for ordinary hours of duty.
- 199.4 Guards and Operational Wages Employees, who are not working a regular rostered job, cannot be booked off unless they have ceased, or are to cease work on the day, before 1000. When so booked off they cannot recommence duty prior to 0600 the following day.
- 199.5 Notice that Employees are booked off for the day shall be given to Employees wherever possible on the previous day, and, in any case, not later than 1000 on the day off, and notice shall also where practicable, be sent to their homes on the day previous to that day.
- 199.6 Working On Book Off Day (WOBOD) payment for Train Crew

- (a) A WOBOD payment for Train Crew (including Trainee Drivers and Trainee Guards) working beyond 9 days in a short fortnight or 10 days in a long fortnight will apply.
- (b) To identify what is a working day for the purpose of making a WOBOD payment pursuant to clause 199.6(a) above, NSW TrainLink recognises the following days while the Train Crew are on roster:
  - (i) All subject time
  - (ii) All paid leave excluding Sick Leave, Carers Leave and other forms of leave used in substitute for the purposes of an absence due to illness or carers responsibilities
  - (iii) NSW TrainLink training
  - (iv) Periodic Medical Examinations (new medicals included)
  - (v) Meetings requested by NSW TrainLink
  - (vi) Critical Incident Leave
  - (vii) All paid court days including civil (except as a defendant)
  - (viii) Jury Duty
  - (ix) Stable Rostering Code claim sheets
  - (x) Shifts marked on the roster as 'Not required on Public Holidays and Picnic Days' when otherwise would have been rostered
  - (xi) Paid union leave, except when a Driver or Guard attends on a day that is otherwise a book off day.
- (c) The WOBOD payment will be:
  - (i) 23% of the hourly base rate of pay on each occurrence where a Driver or Guard who has been booked off and subsequently works on the book off day, and receives a payment in accordance with clause 199.1 of the Enterprise Agreement; or
  - (ii) 48% of the hourly base rate of pay on each occurrence where a Driver or Guard who has been booked off, and subsequently works on the book off day and does not receive payment in accordance with clause 199.1 of the Enterprise Agreement.
- (d) The WOBOD Payment will be paid for the duration of all shifts commenced on a Book Off Day including where the shift concludes on the day following a Book Off Day. For the purpose of applying the WOBOD Payment, a Book Off Day is defined in clause 199.3 and subject to clause 199.4, includes but is not limited to any Accrued Day Off (ADO), Rostered Day Off (RDO) or Duty Free Day (DFD).

- (e) The WOBOD payment is a payment for overtime which will be paid in addition to any overtime or excess shift payment payable pursuant to clause 203 of the Enterprise Agreement and is therefore not superable.
- (f) The WOBOD payment is not a penalty rate for the purpose of clause 207 of the Enterprise Agreement.
- (g) If in a fortnight a Driver or Guard is due one or more WOBOD payments, and the Driver or Guard takes one or more days of sick leave or carers leave, the WOBOD payment will not be payable on the number of days that match the sick or carers leave commencing with the WOBOD payment that falls first in that fortnight.

## **200 LIMITS OF SHIFTS**

- 200.1 Train Drivers on other passenger services shall not be rostered on for more than 10 hours on a Shift.
- 200.2 For Train Drivers, where the rostered working cannot be adhered to because of trains running out of course and it is reasonably practicable to do so, arrangements shall be made to relieve the Train Drivers either on route or on arrival at terminal points so as to avoid, if possible, a working Shift in excess of 11 hours.
- 200.3 For Train Drivers, no Shift shall, except where necessary to enable them to make up their time to ordinary fortnightly hours, be less than 5 hours.
- 200.4 InterCity Drivers shall not be rostered to work Shifts which exceed 370 kilometres, more than 4 times in any week, nor shall they be rostered to work in excess of 8 hours in traffic on such Shifts. Upon arrival at the terminal point of the train worked they shall be relieved.
- 200.5 Where Shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply, provided that Regional (Former CountryLink) Drivers at their discretion may accept additional Shifts provided that work health and safety standards are not exceeded.
- 200.6 Guards may be rostered to work more than 10 hours but not more than 11 hours provided that they:
  - (a) return home by working one Shift instead of booking off for rest away from their home station; or
  - (b) will not, in any case, after arrival at the rostered terminal, with the train they were rostered to run, be required to perform any duty other than that for which they were rostered;
  - (c) excepting in the case of an accident, emergency or unforeseen or practically unavoidable event, straight Shifts worked by guards shall be completed within 11 hours, except in cases where, if relief was not provided, the rostered run can be completed within 12 hours.
- 200.7 Operational Wages Employees whose ordinary hours of labour are 76 hours per fortnight or less shall not be rostered to work more than 9 hours on any one Shift unless agreement is reached in accordance with the provisions of Clause 24 (Hours of Work) .

- 200.8 For On Board Services Employees, the maximum rostered Shift will be 11 hours, except in agreed circumstances, which are to be agreed to by the Employer and the relevant Unions, with the Shifts required to be worked identified.
- 200.9 No time paid for travelling, waiting and walking, whether carrying an Employer's kit or not after the conclusion of actual work on a Shift shall be taken into account in determining the limit of a Shift.

## **201 BROKEN SHIFTS**

- 201.1 This clause does not apply to Train Crew. Train Crew cannot be rostered on broken shifts.
- 201.2 A broken Shift is one during which Employees are released from duty for other than meal breaks and consists of 2 parts, which, except in cases of accident or unavoidable necessity, shall be completed within 12 hours and must comply with legislative requirements.
- 201.3 Employees working a broken Shift who have intervals in the day time (i.e. between the hours of 0600 and 2000) shall be booked off for not less than 2 hours; where any such interval is in the night time (i.e. between the hours of 2000 and 0600) the booking off shall be for not less than 4 hours. Such times are to be exclusive of any allowances prescribed for signing on or off duty.
- 201.4 Where any such interval extends over the day time and night time, then the period in which the greater part of the interval occurs shall determine the length of the interval due. Where the parts are equal then the period in which the Shift finishes shall determine the interval due.
- 201.5 Operational Wages Employees shall be paid for all time worked in excess of a spread of 10 hours at the rate of time and a half.
- 201.6 This clause shall not apply to work provided for in sub-clause 196.1 of Section 7 referring to Shifts of less than 4 hours duration.
- 201.7 Home stations include temporary home stations in the case of Employees temporarily transferred.

## **202 TIME ALLOWANCES**

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

**203 OVERTIME**

- 203.1 All time worked in excess of the hours prescribed within Clause 25 (Hours of Work) shall be overtime.
- 203.2 Within each 24 hour period, overtime shall be paid at the rate of time and one half for the first 3 hours and double-time thereafter, calculated from the commencement of work on any day.
- 203.3 Overtime worked at the conclusion of an extended Shift (as provided for within sub-clause 193):
- (a) if commenced prior to the expiration of 11 ordinary hours of work shall be paid at time and one half;
  - (b) if commenced after 11 or more ordinary hours of work shall be paid for at double time.
- 203.4 Employees may be required to work reasonable overtime subject to the conditions set out in this clause and Employees shall work overtime in accordance with such requirement.
- 203.5 An excess Shift is a Shift worked in excess of 9 or 10 Shifts for the fortnight depending upon whether an Employee is on a 19 or 20 day four week cycle, i.e. Shifts in excess of the usual maximum number of Shifts that can be worked for the ordinary fortnightly hours.
- 203.6 Operational Wages Employees and Train Crew working a 19 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 11 hours and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 203.7 Operational Wages Employees and Train Crew working a 20 Shift cycle shall be paid for the first 2 excess Shifts in a fortnight at the rate of time and one half for the first 10 hours and 36 minutes and double time thereafter. The third or the Saturday portion of any excess Shift in a fortnight shall be paid at the rate of double time.
- 203.8 When the ordinary hours of duty are worked on 10 or on a less number of Shifts in the pay fortnight and an Employee resumes duty during the currency of the pay fortnight, after having been off duty on paid holiday leave, the leave shall be taken into account for the purpose of determining whether or not excess Shifts payable at overtime rates have been worked in the pay fortnight.
- 203.9 When the ordinary hours of duty are worked on 10 or on a less number of Shifts in the pay fortnight and an Operational Wages Employee takes paid annual leave, sick leave, and/or carer's leave during the fortnight, the leave will be taken into account for the purpose of determining whether or not excess Shifts payable at overtime rates have been worked in the pay fortnight.
- 203.10 Paid leave which is taken after a certain number of Shifts have been worked in a pay fortnight and which leave continues until at least the end of the pay fortnight shall not be taken into account in any way whatsoever for the purpose of ascertaining whether or not excess Shifts have been worked in the pay fortnight.

### 203.11 Passive Time

Time paid to all Employees except Train Crew, for travelling, waiting or walking when not carrying an Employer's kit shall not be taken into account for the purpose of calculating time in excess of ordinary hours for overtime purposes when it eventuates:

- (a) before actual work commences; or
- (b) after actual work finishes on any straight Shift; or
- (c) on either portion of a broken Shift; or
- (d) when it forms no part of a Shift.

203.12 On Board Services Employees shall, for all Shifts not included in their master rostered Shifts in a particular fortnight, be paid at the rate of time and one half for the first 7 hours and 36 minutes and double time thereafter, for any Shift so worked. This provision shall not apply where Passenger Attendants have arranged to exchange the Shift at their mutual convenience.

203.13 Operational Wages Employees whose hours are restricted to 76 hours per fortnight Monday to Friday shall be paid an overtime rate of double time for all overtime worked after 12 noon on a Saturday.

203.14 Passenger Attendants shall, for all time worked in excess of 7 hours and 36 minutes on a Saturday, be paid for such excess at the rate of double-time.

203.15 Drivers working a 19 day four week cycle, shall be paid for all overtime after 8 hours from time signed on worked on a Saturday at the rate of double time.

203.16 All time worked on a Sunday shall be payable at the rate of double time.

203.17 Guards and Operational Wages Employees who are not restricted to 76 hours per fortnight Monday to Friday shall be paid for all overtime, i.e. after 7 hours 36 minutes or 8 hours from time signed on, worked on a Saturday at the rate of double-time.

203.18 Regional (Former CountryLink) Customer Attendants and Senior Customer Attendants who are approved to work overtime in excess of 80 or 72 hours (152 hours per month) will be paid at the rate of time and one half for excess hours worked except that:

- (a) overtime worked in excess of 8 hours in any one Shift will be at the rate of time and one half for the first 3 hours and double time thereafter;
- (b) overtime between 12 midnight Friday and 12 midnight Saturday will be paid an overtime rate of time and one half for the first 3 hours and double time thereafter; or
- (c) overtime between 12 midnight Saturday and 12 midnight Sunday will be paid an overtime rate of double time.

## 204 EXCESS TRAVELLING TIME

204.1 Employees, other than relief Employees and Guards, who are required to undertake duty temporarily at a location to and from which they can travel daily,

shall be paid the time spent travelling to and from their residence less the travelling time that would have been incurred to enable the same Shift to be undertaken at the home station.

- 204.2 All Employees required to undertake training courses or courses of a like nature at locations other than their home station shall be paid at single rates for any time taken in travelling to and from the training location in excess of that usually taken in travelling from their home to their regular place of employment.

## **205 TRAVELLING TIME**

- 205.1 All time spent by Employees travelling on duty, shall be paid for on the basis of actual time spent travelling, inclusive of up to a maximum of 2 hours for any intermediate waiting time, subject to a maximum payment for 12 hours in each 24 hour period. Where a sleeping berth is provided the maximum payment shall be for 8 hours. Circumstances contained within the Drivers Rostering and Working Arrangements, or the Guards Rostering and Working Arrangements, or the State Rail Authority of NSW Stable Rostering Code 1987, shall be treated in accordance with the payments specified in those arrangements.

- 205.2 Employees shall not be entitled to payment for any travelling or resting time when they are:

- (a) transferred from their home station at their request, except in the case of promotion; and
- (b) transferred due to strike conditions.

- 205.3 Travel time, for other than On Board Services Employees and Train Crew who shall be paid in accordance with their passive time Agreement, is paid at ordinary time, except on Sundays when the rate shall be time and one half.

- 205.4 On Board Services Employees shall be paid all time in travelling and waiting on duty, but this time will not be used in the calculation of overtime.

- 205.5 On Board Services Employees who are required to book off for 7 hours or more en route and are required to rest in travelling barracks, will be paid for all time booked off at ordinary rates.

## **206 TRAVELLING AND INCIDENTAL EXPENSES**

- 206.1 Employees, unless otherwise provided for in this clause, who are required to undertake work temporarily at a location away from their home station and/or residence, which does not permit them to return to their home station and/or residence daily, shall be paid expenses as set out at item 10 of Schedule 7B.

Where incomplete days are involved, reimbursement shall be paid on a 'service entitlement' basis as set out at item 11 of Schedule 7B for:

Breakfast;

Lunch;

Dinner; and

Bed.

- 206.2 Employees working to a non-Shiftwork roster shall receive the expenses in Clause 206.1 for the first 4 weeks whilst at the same place, or for the first 5 weeks if working to a Shiftwork roster at the same place. Thereafter the daily rate as set out at item 13 of Schedule 7B shall apply per day.
- 206.3 Where incomplete days are involved, reimbursement shall be calculated on a 'service entitlement' basis as set out at item 14 of Schedule 7B for:
- Breakfast;
- Lunch;
- Dinner; and
- Bed.
- 206.4 A 'service entitlement' will be calculated as follows:
- |           |  |
|-----------|--|
| Breakfast | Depart home station before 0700 or return thereto after 0800 |
| Lunch     | Depart home station before 1300 or return thereto after 1400 |
| Dinner    | Depart home station before 1830 or return thereto after 1830 |
| Bed       | Depart home station before 0100 or return thereto after 0100 |
- 206.5 On Board Services Employees, who are required to utilise "barracks" at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 7B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.
- 206.6 Regional (Former CountryLink) Drivers, who are required to utilise "barracks" at a foreign location, shall be allowed, as an expense, the sum as set out at item 15 of Schedule 7B per each completed multiple of 8 hours or part thereof, calculated from the time of signing on to the time of signing off at the home station.
- 206.7 Train Crew and On Board Services Employees when away from their home station over 10 hours and up to 16 hours and booked off to rest away from their home station, shall be paid the sum as set out at item 16 of Schedule 7B. The time for this payment shall be computed from the time of signing on at the home depot to signing off at the home depot.
- 206.8 Train Crew when away from their home station over 10 hours and up to 16 hours but not booked off to rest away from their home station, shall be paid the sum as set out at item 12 of Schedule 7B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.
- 206.9 Guards and On Board Services Employees, when away from their home station over 16 hours but not "booked off" to rest away from their home station, shall be paid as expenses the sum as set out at item 17 of Schedule 7B per each completed multiple of 8 hours, calculated from the time of signing on to the time of signing off at the home station.
- 206.10 Train Crew who are required to attend for duty for a trip for which they are booked and which, if worked, would necessitate them being 'booked off' for rest away from their home depot and who are ready, willing and available to work such trip or a similar trip but they are not required to do so and are not given two

hours or more notice of the cancellation or alteration at their place of residence, irrespective of whether the Employee resides within the recognised calling area or otherwise shall be paid as set out at item 18 of Schedule 7B as a “box” allowance.

- 206.11 Train Crew and On Board Services Employees who are transferred temporarily from one station or depot to another, unless at their own request, and such transfer necessitates them living temporarily away from their regular place of residence, shall be paid an allowance as set out at item 19 of Schedule 7B per week of 7 days for so long as they remain on transfer to the station or depot. When away from their temporary home station they shall be paid expenses as provided.
- 206.12 Operational Wages Employees, who are on the general or roster relief staffs (including Employees acting on same) shall, when engaged on work which does not permit them to return to their home station and/or residence daily, be paid an allowance as set out at item 19 of Schedule 7B per week of 7 days applying the times of sub-clause 206.4.
- 206.13 Operational Wages Employees engaged on work away from their home stations but able to travel from and to their home station daily shall, if absent from their home station over 10 hours calculated from the time of signing on at the home depot to signing off at the home depot, be allowed as expenses as set out at item 21 of Schedule 7B.
- 206.14 Operational Wages Employees required to work more than 2 hours overtime immediately after finishing ordinary time and with less than 24 hours notice, shall be paid a meal allowance as set out at item 20 of Schedule 7B, where no meal is supplied by the Employer.
- 206.15 Any Employee who reasonably and necessarily incurs incidental expenses in excess of the amounts prescribed shall be granted upon application such additional amounts as the Employer approves.

## **207 PENALTY RATES NOT CUMULATIVE**

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

## **208 RIGHT TO DEDUCT PAY**

- 208.1 The Employer may stand down Employees for any time during which they cannot be usefully employed in their classification or grade of work in which they are usually employed, because of a strike or lockout by any persons whatsoever or any other cause whatsoever for which the Employer cannot justly be held responsible, subject to the provisions of this clause.
- 208.2 The Employer shall issue Employees with written notification of the stand down.
- 208.3 Employees who are stood down shall be treated for all purposes (other than payment) as having continuity of service and employment.
- 208.4 Employees who are stood down may at any time while they are stood down, terminate their employment without notice and shall be entitled to receive as soon as practicable, all payments to which they are entitled.

- 208.5 Employees who terminate their employment while they are stood down shall for all purposes (other than payment in lieu of notice) be treated as if their employment had been terminated by the Employer.
- 208.6 Employees who are stood down are permitted to accept alternative employment. In such cases it shall be a reasonable excuse for not reporting for duty to the Employer that the Employee is working out a period of notice they are required to give to the alternate Employer, provided that it does not exceed one week.
- 208.7 Employees shall, if required by the Employer, furnish a statutory declaration setting out details of any other employment during this period.
- 208.8 Employees whom the Employer proposes to stand down shall be entitled to elect to take annual leave and accrued days to which they are entitled or which is accruing to them.
- 208.9 The Employer shall not be entitled to deduct payment for any proclaimed public holiday which occurs during the period in which Employees are stood down and for which payment would be due in ordinary course, except where Employees have become entitled to payment for the holiday whilst otherwise employed. The Employer may require details of payment received where application for payment of such is requested.

## **209 ALLOWANCES**

### **209.1 Barracks Occupation Allowance**

Train Crew and On Board Services Staff, who are required to utilise "barracks" at a foreign location, shall be allowed the amount as set out at item 22 of Schedule 7B for each such occasion except where the Employee is booked off at Sydney, to rest at barracks when the amount as set out at item 23 of Schedule 7B shall be paid.

### **209.2 Held Away From Home Allowance**

- (a) Train Crew and On Board Services Staff who occupy barracks or alternative Accommodation at a foreign location as a requirement of their rostered train working, shall be paid for all time in excess of 10 hours at single ordinary time. This allowance is not paid as time worked nor shall it be payable when detentions eventuate through derailments, floods, washaways, fires or strikes.
- (b) This allowance shall not be payable in respect of any time during which Employees are otherwise allowed payment for time worked or for passive time associated with time worked.
- (c) Where the working to and from the foreign station is at a higher rate than the Employees normal classified position this allowance will also be at the higher rate.
- (d) For Train Drivers, special conditions applying within the Drivers Rostering and Working Arrangements or the State Rail Authority of NSW Stable Rostering Code 1987, shall apply.

- (e) For the avoidance of doubt, any payments of allowances for On Board Services Employees under this subclause 209.2 are excluded from the Guaranteed Payment calculation at clause 198.

### 209.3 Dirty Work

Employees engaged on work in quarries or in nominated sidings associated with coal or cement traffic will be paid an allowance as set out at item 26 of Schedule 7B.

### 209.4 Removal of Cab and Security Allowances

On the date of the Fair Work Commission's approval of this Agreement:

- (a) the Security and Cab Allowance was incorporated into the overall rate of pay for the classifications of Guard 1 Year Completion, Guard 2nd Year, Guard Thereafter, Trainer Guard and Principal Guard listed in Schedule 7A and has consequently been removed as a separate allowance.
- (b) the Cab Allowance was incorporated into the overall rate of pay for the classifications of Driver 1 year Competent, Driver 2nd Year, Driver Thereafter, Driver Trainer and Principal Driver Intercity listed in Schedule 7A and has consequently been removed as a separate allowance.
- (c) an amount equivalent to the InterCity Cab Allowance was incorporated into the overall rate of pay for the classifications of Regional Driver and Principal Regional Driver as listed in Schedule 7A.

### 209.5 Kilometrage Payments

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

<b>Time to be credited</b>	
161 kilometres and up to and exclusive of 193 kilometres	5hrs
193 kilometres and up to and exclusive of 225 kilometres	6hrs
225 kilometres and up to and exclusive of 257 kilometres	7hrs
257 kilometres and up to and exclusive of 290 kilometres	8hrs
290 kilometres and up to and exclusive of 322 kilometres	9hrs
322 kilometres and up to and exclusive of 338 kilometres	10hrs
338 kilometres and up to and exclusive of 354 kilometres	10hrs 30mins
354 kilometres and up to and exclusive of 370 kilometres	11hrs
370 kilometres and up to and exclusive of 386 kilometres	11hrs 30mins
386 kilometres and up to and exclusive of 402 kilometres	12hrs
402 kilometres and up to and exclusive of 418 kilometres	12hrs 30mins
418 kilometres and up to and exclusive of 435 kilometres	13hrs
435 kilometres and up to and exclusive of 451 kilometres	13hrs 30mins
451 kilometres and up to and exclusive of 467 kilometres	14hrs
467 kilometres and up to and exclusive of 483 kilometres	14hrs 30mins

<b>Time to be credited</b>	
483 kilometres and up to and exclusive of 499 kilometres	15hrs
499 kilometres and up to and exclusive of 515 kilometres	15hrs 30mins
515 kilometres and up to and exclusive of 531 kilometres	16hrs
531 kilometres and up to and exclusive of 547 kilometres	16hrs 30mins
547 kilometres and up to and exclusive of 563 kilometres	17hrs
563 kilometres and up to and exclusive of 579 kilometres	17hrs 30mins
579 kilometres and up to and exclusive of 595 kilometres	18hrs
595 kilometres and up to and exclusive of 612 kilometres	18hrs 30mins
612 kilometres and up to and exclusive of 628 kilometres	19hrs
628 kilometres and up to and exclusive of 644 kilometres	19hrs 30mins

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

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

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

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

#### 209.7 Higher Standards Cleaning Allowance

If determined in the Wages Order, and in the manner and to the extent so ordered:

- (a) Customer Service Attendants who undertake cleaning duties will be paid an allowance as set out at Item 36 of Schedule 7B for the duration of each shift worked (but not for periods of leave) for the cleaning or removal of hazardous waste.

#### 209.8 Higher Standards Cleaning Allowance

If determined in the Wages Order, and in the manner and to the extent so ordered:

- (a) Passenger Attendants and/or Senior Passenger Attendants and/or Passenger Service Supervisors who undertake cleaning duties will be paid an allowance as set out at Item 37 of Schedule 7B for the duration of each shift worked (but not for periods of leave) for the cleaning or removal of hazardous waste.

### 210 REGIONAL (FORMER COUNTRYLINK) DRIVERS

210.1 In the event of out of course working, Regional (Former CountryLink) Drivers rostered for shed work will be required to relieve incoming Regional (Former CountryLink) Drivers where Shift limits may be breached.

210.2 Regional (Former CountryLink) Drivers, shed working will include conveying of empty cars to other maintenance depots.

- 210.3 When Regional (Former CountryLink) Drivers come from a foreign location and are stabling or securing trains at the end of Shifts at a maintenance depot the drivers will sign off at that maintenance depot. Regional (Former CountryLink) Drivers signing on to work revenue services out of a maintenance depot the Driver will sign on at the maintenance depot the train is departing.
- 210.4 When Regional (Former CountryLink) Drivers sign on or off at the Sydenham Maintenance Depot, taxis will be provided for travel by the drivers to and from the rest location.
- 210.5 Acceptance of "OK" for service certificates for services departing out of maintenance depots will require Regional (Former CountryLink) Drivers to check cab safety equipment and cab amenities.
- 210.6 When arriving at Sydney Terminal Regional (Former CountryLink) Drivers will be required to secure their train at the platform and report to the Sign-On Room and pick up any correspondence or information pertaining to the service that they are to work. (In the event of services departing late from the depot, Sign-On Staff will deliver information to the driver to avoid unnecessary delays to services).
- 210.7 Regional (Former CountryLink) Drivers will not be relieved on arrival at Sydney when working Shifts that exceed 370 kilometres. Normal Shift limits will apply when working services into Sydney Yard at the completion of Shifts.
- 210.8 As part of their ordinary working, Regional (Former CountryLink) Drivers will work empty car sets to and from the maintenance depot at the commencement and end of Shifts. The driver will only be required to work the empty cars to the first maintenance depot where the train is stabled.
- 210.9 Where Shifts are rostered for working in excess of 370 kilometres, a limit of 8 such Shifts in a period of 14 days shall apply. Regional (Former CountryLink) Drivers at their discretion may accept additional Shifts provided that work health and safety standards are not exceeded.
- 210.10 Except for revenue services arriving into Sydney from foreign locations all other Shifts will comply with sub-clause 209.5(i) of this Section 7. In the case of revenue services arriving into Sydney the rostered working of a Regional (Former CountryLink) Driver may exceed 8 hours in traffic, even though the distance travelled on a rostered Shift exceeds 370 kilometres.
- 210.11 Regional (Former CountryLink) Drivers arriving at a country location may be required to perform duties associated with the train for a period of up to 30 minutes which will be paid in addition to kilometreage payments. This provision does not include operations normally associated with preparation and stabling of trains.

## **211 REGIONAL (FORMER COUNTRYLINK) DRIVERS– OTHER CONDITIONS**

- 211.1 Competency based training and assessment for Regional (Former CountryLink) Drivers will be developed and introduced by agreement with the applicable Union.
- 211.2 Regional (Former CountryLink) Drivers must wear a name badge whilst operating services outside maintenance centres.

- 211.3 Regional (Former CountryLink) Drivers in selected depots will be trained, as required, on a voluntary basis in systems of safe working and road training to enable them to relieve in out-lying depots.
- 211.4 Regional (Former CountryLink) Drivers will operate the external train door locking equipment on all Regional XPT services.
- 211.5 Regional Standards Officer may pilot Regional (Former CountryLink) Drivers in the event of an operational emergency provided that no suitably qualified driver is available.

## **212 HIGHER GRADE**

- 212.1 Employees when acting temporarily out of their grade shall be paid not less than the minimum rate of such grade, provided that such minimum is not less than their classified rate of pay.
- 212.2 When Employees act in higher grades for which wage rates are provided according to years of service, they shall, from the date they accumulate 12 months service on such acting work, but no earlier than 12 months from the date the acting rate was first paid, be paid the wage rate prescribed for the second year and, after having accumulated 2 years acting service under similar conditions, the third year's wage rate where it is provided and so on.
- 212.3 Train Drivers, when required to act in other wages classifications on any overtime Shift shall be paid overtime penalties in accordance with the overtime provisions of this Section 7 as they pertain to Train Drivers. Additionally, the Shift work provisions applicable to Train Drivers shall continue to apply irrespective of the class of work being performed.
- 212.4 On Board Services Employees, Guards and Operational Wages Employees, who are engaged for 2 hours or more in a higher graded capacity within a Shift shall be paid the full Shift at the appropriate rate of pay. If engaged for less than 2 hours they shall be paid such rate for the time so worked.
- 212.5 On Board Services Employees, Guards and Operational Wages Employees ordered to act in, or to relieve or to act for another person in a lower grade shall not have their pay reduced whilst so employed, except in cases of punishment or where, by reason of circumstances beyond the control of the Employer, work in their own or a higher grade is not available.

## **213 TRAIN DRIVERS EXCLUDING REGIONAL (FORMER COUNTRYLINK)DRIVERS**

- 213.1 Standard Notification of Absence and Resumption of Duty from Leave for Drivers

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

- (a) all AM sign-ons must be notified before 1400 on the previous day;
- (b) all PM sign-ons must be notified prior to 0800 on the day of resumption;
- (c) advice such as "sick one day" will no longer be accepted. All absentees must report to rostering staff of their availability to return to duty; and

- (d) drivers who "relinquish duty balance of Shift" will be required to report fit for duty as above.

#### 213.2 Relief Rosters

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

#### 213.3 Drivers Scheduling, Rostering and Assignment Principles

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

#### 213.4 Train Status Report

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

### 214 CONSULTATIVE FORUMS

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

### 215 TRAIN GUARDS – OTHER CONDITIONS

#### 215.1 Standard Notification of Absence and Resumption of Duty From Leave for Train Guards

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

- (a) all AM sign-ons must be notified before 1400 on the previous day;
- (b) all PM sign-ons must be notified prior to 0800 on the day of resumption;
- (c) advice such as "sick one day" will no longer be accepted. All absentees must report to Rostering staff of their availability to return to duty;
- (d) Train guards should in all cases report fit for duty to the guards rostering officer. If the guards rostering officer's telephone is busy an alternative number is provided 1800 240 044 between the hours of 0600 and 1400; and
- (e) Guards who relinquish duty "balance of Shift" will be required to report fit for duty as above.

#### 215.2 Standby Hours for InterCity Train Guards

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

- (b) InterCity standbys cannot be used for suburban services or empty trains after 7 hours thirty six minutes on duty except by mutual Agreement.

215.3 Standard Guard's Arrangements for Lift up/Lay Back

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

215.4 Train Guards Advising as to Availability for Overtime Shifts

Train guards will advise of their non-availability to work their Rostered Day Off by telephone or writing prior to 9.00am on Tuesday before the roster is posted. No prior advice means they must be prepared to work any overtime Shift allotted by Rostering staff on the posted roster. After the roster is posted any additional overtime which was not shown on the posted roster can be accepted by mutual agreement.

215.5 Consultative Forums

- (a) When major change occurs to scheduled working the applicable Union will be consulted through a consultative forum. Depot representatives nominated by the Union will be in attendance.
- (b) The Employer will meet the cost of releasing agreed delegates to attend the consultative forum on an as need basis and also any other major conference as agreed between the parties. It is proposed that there will be a minimum of 3 forums per annum.

215.6 Public Holiday Conversion Allotment

- (a) Public holiday conversion is to be progressively phased out following mutual agreement between the parties on agreed time frames for the notification to guards of a requirement for them to work on public holidays.
- (b) Allotment of work should be on a rotational basis to ensure equal exposure to holiday working.

**216 RATES OF PAY, ALLOWANCES AND EXPENSES**

216.1 The rates of pay are set out in Schedule 7A.

216.2 Allowances and expenses are contained in Schedule 7B.

216.3 Trainee Drivers

- (a) Trainee Drivers with no previous train driving experience shall be paid the Trainee rate of pay until qualified as a Driver. Upon qualification as a Driver, the Employee shall complete the remainder of their first year on the completion rate of pay.
- (b) The Employer will apply recognition of prior learning experience in determining the post-Trainee rates of pay for any Driver who has been previously employed as a Driver with NSW TrainLink or another rail organisation.
- (c) It is agreed that training and assessment procedures must be delivered by NSW TrainLink within a twelve month period from the date a Driver

commences at each level of the competency based structure. Notwithstanding any failure on the part of NSW TrainLink to deliver and implement the necessary training and assessment at each level, a Driver will move to the next level in the structure upon the completion of twelve months service in each step of the incremental structure.

- (d) It is further acknowledged that the application of the Agreement between Australian Rail Tram and Bus Unions (Locomotive Division) and State Rail Authority (Train Crewing) Transfer and Roster Placement Policy (2003) will continue to operate as currently applies for transfer within and across the entities.

The parties agree that in the event of a dispute or special circumstances that may arise, the parties will consult and agree on an outcome suitable for the specific circumstance.

#### 216.4 Trainee Guards

- (a) Trainee Guards shall be paid the Trainee rate of pay until qualified as a Guard. Upon qualification as a guard the Employee shall complete the remainder of their first year on the completion rate of pay.
- (b) The Employer will apply recognition of prior learning experience in determining the post-Trainee rates of pay for any guard who has been previously employed as a guard with NSW TrainLink or other rail organisation(s).
- (c) It is further acknowledged that the application of the Guards Rostering and Working Arrangements (2008) will continue to operate as currently applies for transfer within and across the entities.

The parties agree that in the event of a dispute or special circumstances that may arise, the parties will consult and agree on an outcome suitable for the specific circumstance.

### 217 ASSESSMENT PROCESS – TRAIN DRIVERS AND GUARDS

- 217.1 Where a Train Driver is assessed as not being able to demonstrate the required level of competence NSW TrainLink will determine whether the Driver will need to be removed from safeworking duties whilst undertaking remedial training.
- 217.2 Where a Train Driver is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, NSW TrainLink will redeploy the Driver onto other duties.
- 217.3 Subject to clauses 217.1 and 217.2, a Driver will move to the next level in the structure upon the completion of 12 months service in each step of the incremental structure.
- 217.4 Where a guard is assessed as not being able to demonstrate the required level of competence, NSW TrainLink determine whether the guard will need to be removed from safeworking duties whilst undertaking remedial training.
- 217.5 Where a guard is assessed as not being able to demonstrate the required level of competence after undertaking a program of remedial training, NSW TrainLink will redeploy the guard onto other duties.

- 217.6 During the life of the Agreement, NSW TrainLink will commence implementation of a process to support Intercity Drivers and Regional Drivers to attain a 'Certificate IV in Train Driving'.

**218 CUSTOMER ATTENDANT LEVEL 2 – REGIONAL (FORMER COUNTRYLINK) STATIONS**

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

**219 PART-TIME WORK IMPLEMENTATION COMMITTEE - TRAIN CREWING**

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

- (a) A nominated NSW TrainLink Director;
- (b) People & Culture Partner or nominee;
- (c) Secretary or nominee, Locomotive Division, RTBU (Drivers);
- (d) Secretary or nominee, RTBU (Guards);
- (e) Intercity Drivers representative (depending on area under discussion);  
and
- (f) Guards representative.

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

**220 TRAIN CREW ROSTERS**

The following clause applies to Train Crew only:

- (a) The final Master Roster is to be posted no less than 28 days prior to its implementation unless otherwise agreed.
- (b) There will be a maximum of four Master Roster changes in a calendar year unless otherwise agreed.
- (c) A Master Roster shall consist of a minimum of six fortnights unless otherwise agreed.
- (d) Notwithstanding subclause (c) above, the Employer may implement one Master Roster per calendar year consisting of a minimum of three fortnights. Master Rosters implemented in accordance with this sub-clause will not fall in direct succession.
- (e) Clause 220 will expire on the date this Agreement is replaced.

**221 MARIYUNG ARRANGEMENTS**

- 221.1 The Employers and the Employees recognise that there is new technology incorporated in the design of the Mariyung fleet. A number of modifications, works and reconfigurations to the Mariyung Fleet have been agreed to reach a Modified Future State for the Mariyung to support the roles of the Driver and Guard to work in a final Waratah-like operating model, in accordance with a Deed of Understanding and Agreement dated 25 November 2022.
- 221.2 Whilst recognising the benefits of the new technology incorporated into the design of the Mariyung, Intercity Drivers and Guards will only be required to perform duties on the Mariyung fleet in line with the configurations set out in the Deed of Understanding and Agreement dated 25 November 2022.
- 221.3 This clause will apply to both customer and non-customer operations of the Mariyung Fleet.

## SCHEDULE 7A – CLASSIFICATIONS & RATES OF PAY

	1 May 2022		1 May 2023	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
<b>On Board Services Staff</b>				
Passenger Attendant	\$1,065.85	<b>\$1,134.70</b>	\$1,098.15	<b>\$1,169.10</b>
Senior Passenger Attendant	\$1,168.35	<b>\$1,237.20</b>	\$1,203.75	<b>\$1,274.70</b>
Passenger Services Supervisor	\$1,303.05	<b>\$1,371.90</b>	\$1,342.55	<b>\$1,413.50</b>
<b>Train Crew</b>				
Driver 1 Year Trainee	\$1,437.95	<b>\$1,506.80</b>	\$1,481.50	<b>\$1,552.45</b>
Driver 1 Year Competent	\$1,468.20	<b>\$1,537.05</b>	\$1,512.70	<b>\$1,583.65</b>
Driver 2nd Year	\$1,539.20	<b>\$1,608.05</b>	\$1,585.85	<b>\$1,656.80</b>
Driver Thereafter	\$1,575.25	<b>\$1,644.10</b>	\$1,623.00	<b>\$1,693.95</b>
Driver Trainer	\$1,762.15	<b>\$1,831.00</b>	\$1,815.55	<b>\$1,886.50</b>
Principal Driver Intercity	\$1,825.55	<b>\$1,894.40</b>	\$1,880.85	<b>\$1,951.80</b>
Regional (Former CountryLink) Driver	\$1,662.95	<b>\$1,731.80</b>	\$1,713.35	<b>\$1,784.30</b>
Principal Regional (Former CountryLink) Driver	\$1,913.25	<b>\$1,982.10</b>	\$1,971.20	<b>\$2,042.15</b>
Guard 1 Year Trainee	\$1,274.60	<b>\$1,343.45</b>	\$1,313.20	<b>\$1,384.15</b>
Guard 1 Year Completion	\$1,318.15	<b>\$1,387.00</b>	\$1,358.10	<b>\$1,429.05</b>
Guard 2nd Year	\$1,339.45	<b>\$1,408.30</b>	\$1,380.05	<b>\$1,451.00</b>
Guard Thereafter	\$1,371.05	<b>\$1,439.90</b>	\$1,412.60	<b>\$1,483.55</b>
Trainer Guard	\$1,560.25	<b>\$1,629.10</b>	\$1,607.55	<b>\$1,678.50</b>
Principal Guard	\$1,618.60	<b>\$1,687.45</b>	\$1,667.65	<b>\$1,738.60</b>
<b>Station Operations</b>				
Customer Service Attendant Year 1	\$1,113.05	<b>\$1,181.90</b>	\$1,146.80	<b>\$1,217.75</b>
Customer Service Attendant Year 2	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Customer Service Attendant Class 1 in Training	\$968.15	<b>\$1,037.00</b>	\$997.50	<b>\$1,068.45</b>
Customer Service Attendant Class 1 Competent (Cleaning)	\$1,089.75	<b>\$1,158.60</b>	\$1,122.75	<b>\$1,193.70</b>

	1 May 2022		1 May 2023	
	Without Industry Allowance	With Industry Allowance	Without Industry Allowance	With Industry Allowance
Customer Service Attendant Class 2 Competent Mailroom	\$1,162.70	<b>\$1,231.55</b>	\$1,197.95	<b>\$1,268.90</b>
Customer Service Team Leader Competent Mailroom	\$1,266.55	<b>\$1,335.40</b>	\$1,304.95	<b>\$1,375.90</b>
Customer Service Attendant Class 1 Competent	\$1,078.85	<b>\$1,147.70</b>	\$1,111.55	<b>\$1,182.50</b>
Customer Service Attendant Class 2 Competent	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Customer Service Attendant Class 2 in Training	\$1,113.05	<b>\$1,181.90</b>	\$1,146.80	<b>\$1,217.75</b>
Customer Service Attendant Class 2 Safeworking	\$1,192.70	<b>\$1,261.55</b>	\$1,228.85	<b>\$1,299.80</b>
Customer Service Team Leader Competent	\$1,253.80	<b>\$1,322.65</b>	\$1,291.80	<b>\$1,362.75</b>
Customer Service Team Leader Safeworking	\$1,290.45	<b>\$1,359.30</b>	\$1,329.55	<b>\$1,400.50</b>
Sydney Central Customer Service Attendant Level 1	\$1,044.95	<b>\$1,113.80</b>	\$1,076.60	<b>\$1,147.55</b>
Sydney Central Customer Service Attendant Level 2	\$1,135.95	<b>\$1,204.80</b>	\$1,170.35	<b>\$1,241.30</b>
Sydney Central Customer Service Attendant Level 3	\$1,186.85	<b>\$1,255.70</b>	\$1,222.80	<b>\$1,293.75</b>
Sydney Central Customer Service Attendant	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Sydney Central Team Leader	\$1,253.80	<b>\$1,322.65</b>	\$1,291.80	<b>\$1,362.75</b>
Customer Attendant Level 1	\$1,044.95	<b>\$1,113.80</b>	\$1,076.60	<b>\$1,147.55</b>
Customer Attendant Level 2 Qualified	\$1,151.00	<b>\$1,219.85</b>	\$1,185.90	<b>\$1,256.85</b>
Senior Customer Service Attendant Level 3	\$1,192.70	<b>\$1,261.55</b>	\$1,228.85	<b>\$1,299.80</b>
Station Assistant Class 1	\$922.45	<b>\$991.30</b>	\$950.40	<b>\$1,021.35</b>

## SCHEDULE 7B – ALLOWANCES

	1 May 2022	1 May 2023
<b>Industry allowance</b>		
<b>Item 1</b> Industry Allowance	\$68.85	\$70.95
<b>Shift Work</b>		
<b>Operational Employees other than Intercity drivers and guards</b>		
<b>Item 2</b> Afternoon Shift	\$4.12	\$4.24
<b>Item 3</b> Night Shift	\$4.86	\$5.01
<b>Item 4</b> Early Morning Shift	\$4.12	\$4.24
<b>Item 5</b> Additional loading (sign on/off at or between 0101 and 0359 Mon to Fri)	\$4.86	\$5.01
<b>Intercity drivers and guards</b>		
<b>Item 6</b> Afternoon Shift	\$4.25	\$4.38
<b>Item 7</b> Night Shift	\$5.01	\$5.16
<b>Item 8</b> Early Morning Shift	\$4.25	\$4.38
<b>Item 9</b> Additional loading (sign on/off at or between 0101 and 0359 Mon to Fri)	\$5.01	\$5.16
<b>Travelling and Incidental expenses</b>		
<b>Item 10</b> Rate per day	\$214.95	\$221.45
<b>Item 11</b> Per service	\$53.85	\$55.50
<b>Item 12</b> Per meal / Overtime meal	\$12.80	\$13.20
<b>Item 13</b> after 4 weeks' per day	\$188.85	\$194.55
<b>Item 14</b> per service	\$47.20	\$48.65
<b>Item 15</b> On Board / Barracks	\$32.30	\$33.30
<b>Item 16</b> Over 10 hrs up to 16 hrs not booked off	\$21.55	\$22.20
<b>Item 17</b> Over 16 hrs not booked off	\$32.30	\$33.30
<b>Item 18</b> Box allowance	\$3.65	\$3.75
<b>Item 19</b> Holiday Relief / Temp Trans.	\$967.40	\$996.70
<b>Item 20</b> per Meal / Overtime meal	\$21.60	\$22.25
<b>Item 21</b> Absent over 10 hrs	\$12.80	\$13.20
<b>Other Allowances</b>		
<b>Item 22</b> Barracks - Foreign	\$0.44	\$0.45
<b>Item 23</b> Barracks - Eveleigh	\$1.17	\$1.21
<b>DELETED</b>		
<b>DELETED</b>		
<b>Item 26</b> Dirty Work	\$1.18	\$1.22
<b>DELETED</b>		
<b>Item 28</b> First Aid Allowance (per Shift)	\$3.57	\$3.68
<b>Item 29</b> OH First Aid Certificate (per Shift)	\$5.16	\$5.32

	1 May 2022	1 May 2023
<b>Item 30</b> Station Disability Allowance (a) (per hr)	\$0.43	\$0.44
<b>Item 31</b> Station Disability Allowance (b) (per hr)	\$0.85	\$0.88
<b>Item 32</b> Broken Hill Allowance	\$12.55	\$12.93
<b>Item 33</b> Climatic Zone	\$18.21	\$18.76
<b>Item 34</b> Workplace Training & Assessment (per hr)	\$4.97	\$5.12
<b>Item 35</b> CSA Coaching (per hr)	1.87	1.93
<b>Item 36</b> Higher Standards Cleaning Allowance (per hour)	(subject to arbitration)	(subject to arbitration)
<b>Item 37</b> Higher Standards Cleaning Allowance (per hour)	(subject to arbitration)	(subject to arbitration)

## SIGNATORIES

The parties to this Agreement are committed to the provisions outlined in this Agreement.

In witness whereof the parties hereto have duly executed this Agreement.

Signed for and on behalf of SYDNEY TRAINS:

DocuSigned by:  
  
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Matt Longland  
Chief Executive  
Sydney Trains  
231 Elizabeth St Sydney NSW 2000

Signed for and on behalf of NSW TRAINLINK:

DocuSigned by:  
  
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Peter Allaway  
Chief Executive  
NSW TrainLink  
470 Pitt St  
Sydney NSW 2000

Signed for and on behalf of ASSOCIATION OF PROFESSIONAL ENGINEERS,  
SCIENTISTS AND MANAGERS, AUSTRALIA

DocuSigned by:  
  
2715AB283DD7456...

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Gordon Brock  
Director  
Level 1, 491 Kent Street  
Sydney NSW 2000

Signed for and on behalf of AUSTRALIAN MUNICIPAL, ADMINISTRATIVE, CLERICAL  
AND SERVICES UNION

DocuSigned by:  
  
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Angus McFarland  
Secretary  
Level 1, 39-47 Renwick Street  
Redfern NSW 2016

Signed for and on behalf of AUTOMOTIVE, FOOD, METALS, ENGINEERING,  
PRINTING AND KINDRED INDUSTRIES UNION

DocuSigned by:



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Cory Wright  
NSW Secretary  
Level 2, 133 Parramatta Rd  
GRANVILLE NSW 2142

Signed for and on behalf of COMMUNICATIONS, ELECTRICAL, ELECTRONIC,  
ENERGY, INFORMATION, POSTAL, PLUMBING AND ALLIED SERVICES UNION OF  
AUSTRALIA

DocuSigned by:



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Fred Barbin  
Assistant Secretary  
Level 5, 370 Pitt Street  
SYDNEY NSW 2000

Signed for and on behalf of AUSTRALIAN RAIL, TRAM AND BUS INDUSTRY UNION

DocuSigned by:



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Alex Claassens  
Branch Secretary (NSW)  
Level 4, 321 Pitt St  
Sydney NSW 2000

Signed for and on behalf of The AUSTRALIAN WORKERS' UNION

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Tony Callinan  
NSW Branch Secretary  
16-20 Good St  
Granville NSW 2142

Signed for and on behalf of CONSTRUCTION, FORESTRY, MINING AND ENERGY  
UNION

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Thomas Costa  
Assistant Secretary of Unions NSW  
Level 8, 377 Sussex Street  
Sydney NSW 2000

Undertaking

IN THE FAIR WORK COMMISSION

FWC Matter no  
AG 2023/240

Applicant  
Sydney Trains and NSW Trains t/A NSW TrainLink

Undertaking S190

I Pete Allaway, Chief Executive NSW TrainLink and

I Farren Campbell, of the NSW Locomotive Division of the  
Australian Rail, Tram and Bus Industry Union, say

1. I have the authority to provide this undertaking in relation to this application before the Fair Work Commission on behalf of the entity that I represent.
2. I acknowledge that there are unintended drafting errors in the drafting of clause 199.6 of the Enterprise Agreement, a clause that only applies to employees of NSW TrainLink.
3. NSW TrainLink and Australian Rail, Tram and Bus Industry Union undertake that:
  - a. In Clause 199.6(a), the working beyond 9 days in a short fortnight or 10 days in a long fortnight requirement will not apply to Regional Drivers;
  - b. In clause 199.6(c), for Regional drivers only, where the clause would result in a WOBOD payment of less than \$125.00 for an applicable shift, the WOBOD payment will be \$125.00 and no payment will be made under clause 199.1 or 199.6(c).
  - c. In clause 199.6(d) the reference to 'all shifts' does not include kilometrage build up.

Dated : 8 February 2023

Name: Pete Allaway  
NSW TrainLink



Name: Farren Campbell  
Australian Rail, Tram and Bus Industry Union



Undertaking

IN THE FAIR WORK COMMISSION

*FWC Matter no*  
AG 2023/240

*Applicant*  
Sydney Trains and NSW Trains t/A NSW TrainLink

**Undertaking S190**

I Pete Allaway, Chief Executive NSW TrainLink; and

I Matt Longland, Chief Executive Sydney Trains, say:

1. I have the authority to provide this undertaking in relation to this application before the Fair Work Commission on behalf of the entity that I represent.
2. Sydney Trains and NSW TrainLink undertake that The National Employment Standards prescribed by the *Fair Work Act 2009* (Cth) at Division 2 section 61 as in force or replaced from time to time prevail to the extent of any inconsistency with the *Sydney Trains and NSW TrainLink Enterprise Agreement 2022*.

Dated: 9 February 2023



Name: Pete Allaway  
NSW TrainLink



Name: Matt Longland  
Sydney Trains