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**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/338

TITLE: State Rail Authority of New South Wales State Enterprise Agreement 2002

I.R.C. NO: IRC2/5855

DATE APPROVED/COMMENCEMENT: 25 October 2002

TERM: 31 March 2004

**NEW AGREEMENT OR
VARIATION:** Replaces EA98/68

GAZETTAL REFERENCE: 6 December 2002

DATE TERMINATED:

NUMBER OF PAGES: 33

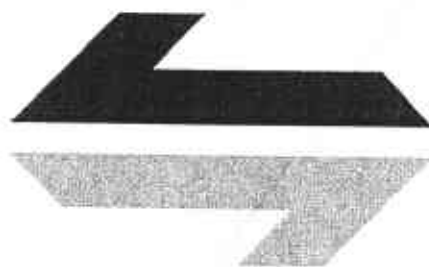
COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to any person employed by The State Rail Authority of New South Wales who falls within the coverage of the Government Railways (Building Trades - Maintenance Staff) Award

PARTIES: State Rail Authority of New South Wales Branch 5th -&- the Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Electrical Trades Union of Australia, New South Wales Branch, The Australian Rail, Tram and Bus Industry Union, New South Wales, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union



**STATE RAIL AUTHORITY
OF
NEW SOUTH WALES**



**STATE ENTERPRISE AGREEMENT
2002**

Registered
Enterprise Agreement
Industrial Registrar

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**SECTION 1.
INTRODUCTION**

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SECTION 1. INTRODUCTION

1.1.1 The overall aim of the State Rail Authority of New South Wales (State Rail) is to be a safe, on time and innovative customer oriented passenger rail organisation.

1.1.2 To ensure that there is consistency of action in the way we operate internally and do business with our customers, a set of fundamental values have been developed which apply throughout State Rail. These values are:

- **Candid:** We strive to be candid with staff and the public in all our plans
- **Respect:** We respect all staff for the value they add to the organisation
- **Solidarity and teamwork:** We pursue our goals by working together for a common purpose
- **Clarity of outcome:** We expect all managers and staff to be agreed on outcomes
- **Management by fact:** We expect decisions to be made based on facts
- **Ethics:** We expect all managers and staff to act in an ethical and honest manner

By following these values in all circumstances high levels of trust, co-operation and support will be established.

1.1.3 To focus our performance improvement efforts, State Rail has developed a Corporate Plan, which contains the following strategic directions:

(i) Quality

- Maintain timetable reliability
- Improve customer service, including information, signage, ticketing, staff presentation and accessibility.
- Increase rail patronage by 50% from 270 to 400 million by 2020.

(ii) Safety

- Improve passenger perceptions
- Reduce environmental risks
- Improve occupational health and safety performance
- Reduce operating risks



1.1.4 The parties commit to work co-operatively towards the following corporate goals:

(i) Quality

- Maintain CityRail on-time running at 92%
- Improve Countrylink on-time running from 87% to 90%
- Increase customer satisfaction year on year

(ii) Safety

- Reduce lost time injury frequency rate by 50%
- Reduce crime on system by 50%

1.1.5 OBJECTIVES

The objective of this Agreement is to facilitate the objectives of the parties in achieving and maintaining the corporate goals of State Rail by:

- Providing the environment and the means to ensure continuous improvement in all areas of State Rail's business;
- Meeting customers' needs by developing a culture which is customer focused and quality driven;
- Providing a culture where all employees are skilled and encouraged to accept maximum responsibility within their work groups to participate in devolved decision making;
- Providing for improved revenue by continuing significant improvements in reliability and efficiency through a combination of organisational and agreed work practice reforms, skill enhancement, capital investment and improved capital utilisation.
- Pursuing competency based training and development to ensure an integrated, skilled and flexible workforce and the continuous development and accreditation of employees' competencies within relevant classification structures. Providing long term, secure and satisfying work, with broad career paths, just rewards, and the ability for employees to realise their potential.
- Providing a healthy, safe and fulfilling workplace.
- Providing a system of work that is rewarding.
- Ensuring that employees are treated with trust, dignity and concern for their rights, and individual needs.
- Providing equality of opportunity with respect to recruitment, training, redeployment, development/acting up, and promotion.

1.2 STRUCTURE OF AGREEMENT

1.2.1 This Agreement is divided into the following parts:-

SECTION 1- INTRODUCTION

SECTION 2 - OPERATION

This part outlines those terms required by legislation in order for an Agreement to be certified by a member of the Australian Industrial Relations Commission.

SECTION 3 - ISSUES

This part is based on the principle of implementing the identified reforms contained in this Agreement on certification.

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SECTION 2. OPERATION

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SECTION 2. OPERATION

2.1 TITLE

This Agreement shall be known as the State Rail Authority of New South Wales State Enterprise Agreement 2002.

2.2 PARTIES TO THE AGREEMENT

The parties to the Agreement are:-

- (i) The State Rail Authority of New South Wales; and
- (ii) The following industrial organisations of employees:-

The Australian Worker's Union;

Construction, Forestry, Mining and Energy Union – Construction & General Division;

Australian Rail, Tram and Bus Industry Union; and

~~Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.~~ Plumbers and Gasfitters Employees Union

2.3 PARTIES BOUND BY THE AGREEMENT

This Agreement shall be binding on:-

- (i) The State Rail Authority of New South Wales.
- (ii) Any person employed in any capacity:-
 - Identified in Part 2 of the State Rail Authority of New South Wales – State – Enterprise Agreement, 1995
- (iii) The following industrial organisations of employees and its officers and members:

- The Australian Worker's Union;
- Construction, Forestry, Mining & Energy Union – Construction & General Division;
- Australian Rail, Tram & Bus Industry Union; and
- ~~Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia.~~
- Plumbers and Gasfitters Employees Union

2.4 NOMINAL TERM

This Agreement shall take effect from the date of approval and operate from the beginning of the first pay period on or after that date and remain in force until 31 March 2004.

2.5 NOT ENTERED UNDER DURESS

The parties declare that the Enterprise Agreement was not entered into under duress.



Electrical Trades Union of Australia, NSW Branch 025110102

025110102

2.6 SINGLE BARGAINING UNIT

In order to negotiate this Enterprise Agreement, a single bargaining unit was established comprising representatives of State Rail Authority unions and the State Rail Authority.

2.7 AVOIDANCE OF INDUSTRIAL DISPUTES

The procedure for the settlement of disputes shall be as determined in Annexure "A" in the agreement dated 31 July, 1981 or as amended between State Rail and the Labor Council of New South Wales (Attachment 1).

2.8 NO NET DETRIMENT

The Agreement does not, on balance, provide a net detriment to the employees who are to be covered by the Agreement when compared with the aggregate package of conditions of employment under relevant awards that would otherwise apply to employees.

2.9 RELATIONSHIP TO AWARDS/AGREEMENTS

This Agreement shall be read and interpreted in conjunction with the following industrial instruments:-

- 2.9.1 State Rail Authority of New South Wales – State – Enterprise Agreement, 1995
- 2.9.2 State Rail Authority of New South Wales – State – Enterprise Agreement, 1997]
- 2.9.3 Government Railways (Building Trades – Maintenance Staff) Award

Provided that where any inconsistency exists, this Agreement shall prevail to the extent of that inconsistency.

2.10 WAGE/SALARY ADJUSTMENTS

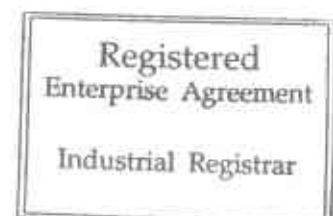
Wage/salary adjustments will be provided for in this Agreement, as set out below:-

- 4% from the first full pay period on or after 1 April 2002 (with any retrospective adjustment to be paid by administrative action)
- 4% from the first full pay period on or after 1 March 2003

Traditional allowances that have moved in previous E.B.A.'s will be adjusted by the percentage increases as detailed above.

2.11 NO EXTRA CLAIMS

It is a condition of this Agreement that there will be no further claims for salary/wage increases during the nominal term of this Agreement, except, where consistent with the principles contained within this Agreement.



SECTION 3. REFORM INITIATIVES

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SECTION 3. REFORM INITIATIVES

3.1 BUSINESS SERVICES

The parties recognise the current shared services project that seeks to reduce operational costs by streamlining the provision of support services across SRA through eliminating the present duplication of services and implementing efficiencies. Such services include the provision of human resources, payroll and finance support to operational management. Where the parties do not agree on business services changes the matter shall be resolved in accordance with the Dispute Settlement Procedure.

3.2 FUTURE TICKETING TECHNOLOGIES

The parties agree to work co-operatively to prepare a discussion document and recommendations that:

- Identify what technology, eg Smart Card may impact on future ticket sales;
- Changing role and functions for sales persons in the future.

State Rail will provide the necessary resources to commence this review within six months after certification of this Agreement and target to complete the review within 12 months. This Clause is to be read in conjunction with Clause 3.3 Technological Change.

3.3 TECHNOLOGICAL CHANGE

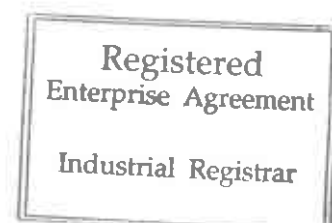
The parties agree to continue to consult on and implement agreed technological change aimed at improving operational performance, efficiency, safety and customer service. Where the parties do not agree on technological change the matter shall be resolved in accordance with the Dispute Settlement Procedure.

The parties will not, during its nominal period of operation (specified in Clause 2.3 of Section 2 of this Agreement), make any claim direct to State Rail or an independent third party for additional remuneration in any form as a result of the trialing within an agreed timeframe of new technology in State Rail.

As a result of trialing of new technology the parties acknowledge that there will be a need to discuss working arrangements / conditions / remuneration associated with the introduction of technological change.

3.4 CUSTOMER SERVICE

The parties will develop and implement agreed initiatives in a co-operative environment aimed at addressing the needs of and improving the quality of service to both external (public) and internal (front line staff) customers. Where the parties do not agree on customer service initiatives the matter shall be resolved in accordance with the Dispute Settlement Procedure.



3.5 WORK PLACE MEASURES

The SRA will develop and implement a set of agreed workplace measures across the rail system in consultation with the unions. This will include:-

- (a) Monitoring workplace performance and implementing measures that will assist staff to achieve a better awareness of the level of performance at their workplace.
- (b) Initiatives to achieve on-going improvements in organisational performance at their work place.

3.6 COMMUNICATION

The parties to this Agreement agree to implement more enhanced and structured communication processes in order to achieve a greater staff awareness, commitment to and ownership of the outcomes resulting from the implementation of ongoing change and other improvement processes across the organisation.

3.7 SAFETY

The parties will continue to work co-operatively to reduce the risk of work related injury and achieve a reduction in workers compensation liability through:

- (a) Maintaining safety through a risk management approach;
- (b) Developing and implementing a safety management system and safety consultative structure;
- (c) Developing and implementing agreed programs to achieve an alcohol and drug free work place within the framework of relevant New South Wales legislation.
- (d) Proactively assisting injured employees achieve a safe, timely and durable return to work through the provision of effective injury management and rehabilitation.

3.8 TRAINING AND DEVELOPMENT

The parties are committed to complete the implementation across all SRA staff, of competency based training programs and associated processes, that accord with national training standards. Where the parties do not agree on training and development initiatives the matter shall be resolved in accordance with the Dispute Settlement Procedure.

3.9 PERFORMANCE MANAGEMENT

The parties agree to review the existing performance management system and seek to achieve a more definitive link between organisational, section/unit and/or individual outcomes and performance pay.

For reasons of equity and consistency the parties also agree to adopt common time frames for the annual performance assessment process for staff covered by State Rail's performance development scheme.

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The timing as outlined in the Clerical and Administrative Staff Functional Agreement Variation 2000 is to be adopted for all existing Salaried, Professional and Managerial Staff covered by the performance development system, with effect from the year commencing 1 July 2003. This includes any salary adjustments resulting from the reviews payable effective from the second Sunday in February.

In relation to employees who have their performance review delayed as a result of this clause, any increase arising as at 1 July 2004 will be made retrospective to that date at which their review would otherwise have been conducted but for this clause. In such circumstances a one off payment will be made.

3.10 FILLING OF POSITIONS ON A TEMPORARY BASIS

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.

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.

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.

Substantive positions will be advertised within a period of six months of having been created or else becoming vacant, except where the position is under review or situated in an area that is then under review.

3.11 ROSTERING ARRANGEMENTS

The parties agree to consult on, review and where agreed, develop and implement rostering principles and associated guidelines in order to ensure the provision of more efficient and cost effective rostering practices and procedures and greater consistency and equity in application across operational staff.

3.12 CONSULTATIVE ARRANGEMENTS

Consultation provides participation by employees and unions in the formulation and implementation of policies, plans and strategies which are likely to affect their working conditions.

Consultation is aimed at getting individuals or groups and unions to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.

It is recognised that change cannot take place without commitment from State Rail Management and the Unions. The success or failure of the changes outlined in this agreement is the responsibility of all parties.

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The parties agree to consult over the life of the Agreement on matters involving changes to the organisation structure, facilities, infrastructure and working arrangements as a result of technological change.

To facilitate the consultative process the SRA Consultative Committee will be established to provide a high level forum for the exchange of information, consultation and / or negotiation between the parties.

The SRACC will meet on a bi-monthly basis or as otherwise agreed and will comprise the Deputy Chief Executive (Executive Director Human Resources), Senior Managers of SRA, a representative from Labor Council and Union officials or their nominee from each of the unions party to this agreement. The SRACC may delegate matters raised for dealing and report back to joint working parties.

3.13 MANAGEMENT OF ABSENTEEISM

State Rail's absence management procedure is aimed at assisting its employees who take excessive sick leave. It also recognises that sound management and supervisory practice is the vital key to successfully improving employee availability including proper rostering principles that allow employees to manage work and family commitments.

The parties agree to establish a joint Working Party to review the current Absence Management Policy during the life of this agreement, with a view to identifying what changes, if any, can be made in order to achieve a needed reduction in the level of unplanned absenteeism. The working party will be established within three months of certification of this agreement.

The parties further agree to review the current policy in relation to shift workers being required to produce medical certificates for days that are adjacent to a book off day, once initiatives have been put in place and have resulted in a sustained and acceptable reduction in the levels of unplanned absenteeism that can be properly managed on an ongoing basis.

SRA will allow the production of statutory declarations as an alternative to medical certificates for employees in remote country locations where access to a medical practitioner is not readily available. This applies only to casual absences adjacent to a book off day.

3.14 CONSOLIDATION OF CONDITIONS OF EMPLOYMENT

The parties agree to work co-operatively towards the consolidation of the employment conditions of SRA staff, currently embodied in Awards, Agreements and other documentation, into one industrial instrument.

SRA agrees to appropriately resource this process which will commence within 3 months of certification of this agreement.

3.15 MILLENNIUM TRAIN

The parties agree to work co-operatively towards the successful introduction, operation and where appropriate maintenance of the Millennium Train recognising the requirement to finalise an agreed outcome for classification structures and ~~pay rates as per clause 3.27~~ Other Matters.

3.16 ALLOWANCES

Overnight and meal expenses will be increased as shown in Attachment 2.

The daily rate for non-relief staff is to be increased from \$99.80 to \$120.00 effective from the date of certification of this Agreement. The allowance shall be divided into quarters with an equal component of the allowance to apply to each daily service. Reasonable and actual expenses over and above the allowance will be reimbursed upon provision of receipts. Three star accommodation is deemed to be reasonable.

All other rates will be increased by the same percentage.

3.17 EMPLOYEE ASSISTANCE FOLLOWING A CRITICAL INCIDENT

This clause shall apply to all employees of SRA with the exception of CountryLink drivers who are covered by a separate agreement.

State Rail will arrange for a trauma counsellor to make contact with an employee who has been involved in an incident, including investigation, clean up and repair work.

Staff who absent themselves (with a medical certificate) or are redeployed on other duties, will continue to be afforded their rate of pay for up to two working days, exclusive of the day of the incident. Staff will be required to lodge a workers compensation claim should the period of absence or redeployment extend beyond two days.

3.18 STANDARDISATION OF SHIFT AND RELATED ENTITLEMENTS

During the life of this Agreement the parties agree to enter into negotiations with a view to establishing greater equity between the provisions and penalty payments (eg shift and overtime) paid to different classifications across State Rail.

SRA agrees to appropriately resource this process which will commence within 3 months of certification of this agreement.

3.19 ACCUMULATED PUBLIC HOLIDAYS

The parties recognise that employees have the option to cash in, salary sacrifice or take accumulated public holidays as accrued leave. Staff who wish to take public holidays as accrued leave should, when completing their holiday advice, nominate to have their public holidays included in their leave roster. To be considered employees should provide a minimum of one months notice to rostering staff in order to meet rostering requirements. State Rail is prepared to continue to allow staff to access their accrued public holidays as individual days subject to organisational convenience.

Shift workers 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.

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3.20 OVERTIME

From the date of certification of this Agreement, State Rail agrees to lift the overtime barrier from a current salary level of \$62,655 per annum to \$69,628 per annum for non-operational staff, and to \$71,448 for operational staff. These rates will be increased by a further 4% from the first pay period on or after 1 March 2003 and varied in line with future EBA increases.

~~3.21 CASH PAYMENT OF LONG SERVICE LEAVE~~

~~Employees may apply for cash payment of long service leave entitlements.~~

~~Applications are to be considered on merit on the basis of serious financial difficulty and will not be approved for normal domestic, family or recurrent expenditures which staff would reasonably expect to incur from time to time and make financial provision for.~~

~~Once the leave has been redeemed by application and payment there shall be no further entitlement to a period of leave or payment for leave in respect of the period redeemed.~~

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3.22 SALARY SACRIFICING

Generally

Notwithstanding the salaries prescribed by any award or agreement binding on State Rail, an employee may elect, subject to the agreement of the SRA, to sacrifice a portion of the salary payable under a relevant award or agreement to an alternative / in kind payment such as but not limited to salary packaging or the use of a motor vehicle. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount must not exceed thirty per cent of the salary payable under the relevant award or agreement or thirty per cent of the currently applicable superannuable salary, whichever is the lesser. In this clause, 'superannuable salary' means the employees salary as notified from time to time to the NSW public sector superannuation trustee corporations.

Where the employee has elected to sacrifice a portion of their payable salary:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under an applicable award, agreement, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the relevant award or agreement in the absence of any salary sacrifice to superannuation made under this award.

The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:

- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- (b) subject to SRA's agreement, paid in to a private sector complying superannuation scheme as employer superannuation contributions.

In relation to Superannuation

Where any employee elects to salary sacrifice in the terms above, the SRA will pay the sacrificed amount into the relevant superannuation fund.

Where the employee is a member of a superannuation scheme established under:

- (a) the Police Regulation (Superannuation) Act 1906 (NSW);
- (b) the Superannuation Act 1916 (NSW);
- (c) the State Authorities Superannuation Act 1987 (NSW);
- (d) the State Authorities Non-contributory Superannuation Act 1987 (NSW); or
- (e) the First State Superannuation Act 1992 (NSW)

the SRA must ensure that the amount of any additional employer superannuation contributions specified in the clause above is included in the employee's superannuable salary which is notified to the NSW public sector superannuation trustee corporations.

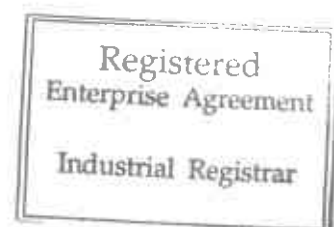
Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with SRA to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed above, the SRA will continue to base contributions to that fund on the salary payable under the relevant award or agreement to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the SRA may be in excess of superannuation guarantee requirements after the salary sacrifice has been implemented.

NB. The parties recommend that individuals seek independent financial advice in relation to their personal circumstances on salary packaging.

3.23 COUNTRYLINK STAFF ISSUES

The parties agree that CountryLink drivers who are required to utilise barracks at a remote location, shall be allowed, as an expense, the sum of \$15 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.

The parties are entering into negotiations for the entitlements referred to above in relation to on board staff and will take into consideration costings and equity between all classifications.



3.24 TRADE UNION DELEGATES

SRA will recognise workplace delegates authorised by the relevant Union, and undertakes to permit such delegates to perform their role without any unlawful discrimination in their employment.

SRA acknowledges that union delegates represent and speak on behalf of union members in the workplace.

SRA will allow union delegates reasonable time during working hours to:

- i) Consult with union members and with officials of the delegate's union;
- ii) Represent the interests of members to the employer and before industrial tribunals – as necessary and in consultation with the employee's manager who would then seek the approval of the Manager Industrial Relations;
- iii) Participate in the affairs of the union.

However:

- iv) SRA will not be required to pay a delegate for time spent attending to union business outside the time in which they are rostered to work (except with respect to special union leave or trade union training leave) unless authorised by the appropriate manager who would then seek the approval of the Manager Industrial Relations.

Where management calls a meeting, including meetings under the Dispute Settlement Procedure, and requires delegates to attend, those that are authorised to attend will be paid accordingly.

- v) The delegate / union must give reasonable notice to his / her manager;
- vi) Unless not otherwise possible a delegate should not interrupt employees who are undertaking their work duties.

SRA will allow union delegates to provide union membership application forms to all new employees upon commencement. SRA will not discourage employees from joining a relevant union should they decide to do so, nor will it hinder delegates in providing union information or forms.

In accordance with the need of a delegate at a particular time, SRA will allow reasonable access to telephone, facsimile, postal, photocopying, e-mail and internet facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union in accordance with this provision. It is noted that such access will remain within reasonable limits.

SRA provides the above facilities (including access by a delegate to members or potential members) on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of SRA – unless such interruption is authorised by management on site.

Workplace delegates will be able to access the following facilities:-

- Filing cabinet



- Facsimile
- Telephone, computers and accessories
- Vacant room in depots if available.

3.25 OUTSOURCING / CONTRACTING OUT

The parties agree to implement a protocol that allows for consultation between SRA, the unions and staff regarding outsourcing / contracting out proposals. This protocol is contained in Attachment 3.

3.26 INFORMAL PROMOTIONAL APPEALS

The parties to this agreement acknowledge that informal promotional appeals arrangements have been agreed in a number of Functional Agreements.

Within the first three months of certification of this Agreement, a standardised informal appeal process will be enacted through the Transport Appeal Boards.

During the nominal term of this Agreement the parties are committed to monitor and evaluate the informal appeal process and the centralised selection process. The parties will negotiate the extension of informal appeals taking into consideration the evaluation of both the informal appeals and centralised selection process. Such arrangements will be reflected in the Transport Administration (Staff) regulation 2000.

In conjunction with the introduction of informal appeals, selection panels will consist of three individuals, at least one of which will be an independent. The Chairperson will be a suitably experienced person and will have obtained the necessary qualifications as a convenor. Moreover, through the centralisation of the selection process, SRA will ensure that the established system is fair, equitable and transparent.

Informal appeals will not be introduced outside the agreed Functional Agreements.

3.27 OTHER MATTERS

The parties to this Agreement agree that the current negotiations on the development and implementation of new classification structures for cleaning staff and Passenger Fleet Maintenance staff will continue separate to negotiations for this agreement. Any benefits arising out of these negotiations will be additional to the wage/salary increases payable (under clause 2.6 of this agreement) during the life of this agreement.

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SECTION 4. SIGNATORIES

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SECTION 4. SIGNATORIES

4.1 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

DATED this SEVENTEENTH day of OCTOBER, 2002.

Signed for and on behalf of the
STATE RAIL AUTHORITY OF
NEW SOUTH WALES

)
)
)

Howard Lacy
Chief Executive
State Rail Authority of New South Wales

Signed for and on behalf of the
LABOR COUNCIL OF
NEW SOUTH WALES

)
)
)

Alison Peters

Signed for and on behalf of the
COMMUNICATIONS, ELECTRICAL,
ELECTRONIC, ENERGY, INFORMATION,
POSTAL, PLUMBING & ALLIED
SERVICES UNION OF AUSTRALIA

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)
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)
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BRH

Signed for and on behalf of the
CONSTRUCTION, FORESTRY, MINING
& ENERGY UNION - CONSTRUCTION &
GENERAL DIVISION

)
)
)
)

Michael A.



Signed for and on behalf of the
AUSTRALIAN RAIL, TRAM &
BUS INDUSTRY UNION

)
)
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A. Lepore

Signed for and on behalf of the
THE AUSTRALIAN WORKERS' UNION

)
)

Russ Kellie

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ATTACHMENT 1. DISPUTE SETTLEMENT PROCEDURE

1. Any grievance, claim or dispute which arises shall, subject to the Authority delegation of the supervisor concerned and provided the grievance, claim or dispute relates to a local matter only and its resolution will not have a repercussive impact on other locations, be settled where possible at the work place between the employee concerned and their immediate supervisor.
2. If the problem is not resolved at this level, it is to be discussed between the employees concerned, the accredited local Union representative and the local controlling officer.
3. Should the problem be incapable of resolution at the local level, the SRA and the Union involved will confer and prompt arrangements shall be made for accredited representatives of the Union to discuss the matter with the line manager or his/her representative, together with officers of the Industrial Relations and/or Human Resource sections.
4. If the problem remains unresolved, the General Manager, Employee Relations or their nominee and the President or Secretary of the State or Federal Branch of the Union concerned or their nominee, whichever is appropriate, should confer and take appropriate action to arrive at an agreement on the matters in dispute.
5. At any stage of the procedures, the parties may, by mutual agreement, seek the assistance of a member of the appropriate industrial tribunal or a mutually accepted neutral arbitrator for the purpose of endeavouring to conciliate or, by agreement, arbitrate on the matter.
6. In the event of failure to resolve the matters by Steps (1) to (5) and where the parties are unable to agree that the matters be determined by the appropriate industrial tribunal, the Union(s) concerned, before taking any action which would affect the operation of the service or members of other Unions, shall forthwith notify the Labor Council of New South Wales of the existence of the dispute, following upon which a cooling-off period of 72 hours, excluding weekends and public holidays, shall apply to enable the Labor Council to assist in the resolution of the dispute. A copy of the notification shall be forwarded to the State Rail Authority.
7. During the progress of all Steps(1) to (6), as indicated above, (ie. Until the expiration of a 72 hour notice of dispute) no changes will be implemented that are in dispute and work shall continue as normal, except where there is a bona fide safety issue involved.
8. Should a dispute still remain after the above procedures have been followed, either party shall be free to take the course they consider appropriate, including referral of the matter to the Australian Industrial Relations Commission for conciliation or arbitration within the Commission's jurisdiction.
25/10/02 *Cof New South Wales* *25/10/02*
9. Where a Union lodges a claim or is in dispute with the SRA over the claim, the parties shall follow the procedures set out herein.

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10. In the event of any breach or threatened breach of the procedures outlined in Steps (1) to (6) by either party or in event of a dispute existing, the Labor Council and the State Rail Authority will confer immediately and take whatever action is necessary to resolve the matter.
11. In the event of a demarcation dispute arising, the above procedures shall be observed and shall continue as normal where it is agreed there is an existing custom, otherwise work shall be continued at the instruction of the Authority.
12. Stoppages directed by the Labor Council or the ACTU and generally applying in industry are exempted from this provision.
13. Nothing contained herein shall preclude either the SRA or the Labor Council from entering into direct negotiations on any matter.

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ATTACHMENT 2. - TRAVELLING AND INCIDENTAL EXPENSES

ALLOWANCES	SALARIED – PREVIOUS	SALARIED - NEW
<p>Non Relief - Overnight Daily Rate – Payable where all 4 services are incurred.</p> <p><i>Part Days Including Bed</i> Breakfast Lunch Dinner Bed</p> <p><i>For example if lunch, dinner and bed expenses incurred.</i></p> <p><i>Note: If only the above expenses are incurred salaried officers are disadvantaged when compared to wages and operations grades under the current system.</i></p> <p><i>After 4 weeks or 5 weeks for shift workers</i> Breakfast Lunch Dinner Bed</p>	<p>\$99.80 <i>If outside NSW 50% extra is paid.</i></p> <p>\$24.95 \$24.95 \$24.95 \$24.95</p> <p>\$24.95 \$24.95 \$24.95 \$74.85</p> <p>\$20.40 \$20.40 \$20.40 \$20.40 \$81.60</p>	<p>\$120.00 <i>If travel is to interstate capital cities 50% extra is paid.</i></p> <p>\$30.00 \$30.00 \$30.00 \$30.00</p> <p>\$30.00 \$30.00 \$30.00 \$90.00</p> <p>\$26.35 \$26.35 \$26.35 \$26.35 \$105.40</p>
<p>Relief - Overnight</p> <p>Daily Rate – Payable where all 4 services are incurred.</p> <p><i>Part Days Including Bed</i> Breakfast Lunch Dinner Bed</p> <p>Weekly Maximum</p>	<p>\$81.60</p> <p>\$20.40 \$20.40 \$20.40 \$20.40</p> <p>\$449.40 (7 Days)</p>	<p>\$77.20</p> <p>\$19.30 \$19.30 \$19.30 \$19.30</p> <p>\$540.05 (7 Days)</p>
<p>Non Relief – No Overnight</p> <p>Meal Allowance</p>	<p>\$10.05 <i>Payable per meal incurred if away for over 4 hours.</i></p>	<p>\$12.05 <i>Payable per meal incurred if away for over 4 hours</i></p>
<p>Relief – No Overnight</p> <p>Meal Allowance</p>	<p>\$10.05 <i>Payable for each meal incurred.</i></p>	<p>\$12.05 <i>Payable for each meal incurred</i></p>



Other		
Booked Off Barracks	N/A	N/A
Box Allowance	N/A	N/A
Overtime meal allowance	\$10.05 Working overtime in excess of 2 hours and not previously advised.	\$12.05 Working overtime in excess of 2 hours and not previously advised.
<i>Roster Relief</i>		
Inside Suburban Area	\$41.95	\$50.35
Outside Suburban Area	\$83.90	\$100.70
Inside and Outside Suburban Area	\$83.90	\$100.70
Camp	N/A	N/A

Service entitlement for all employees is 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.



TRAVELLING AND INCIDENTAL EXPENSES

ALLOWANCES	WAGES MAINTENANCE- PREVIOUS	WAGES MAINTENANCE - NEW
Non Relief - Overnight Daily Rate – Payable where all 4 services are incurred.	\$99.80	\$120.00
<i>Part Days Including Bed</i> Breakfast \$12.70 Lunch \$12.70 Dinner \$18.70 Bed \$55.70		\$30.00 \$30.00 \$30.00 \$30.00
<i>For example if lunch, dinner and bed incurred.</i>	\$12.70 \$18.70 <u>\$55.70</u> <u>\$87.10</u>	\$30.00 \$30.00 <u>\$30.00</u> <u>\$90.00</u>
<i>After 4 weeks or 5 weeks for shift workers</i> Breakfast \$12.10 Lunch \$12.10 Dinner \$15.00 Bed <u>\$48.40</u> <u>\$87.60</u>		\$26.35 \$26.35 \$26.35 <u>\$26.35</u> <u>\$105.40</u>
Relief - Overnight Daily Rate – Payable where all 4 services are incurred.	\$64.20	\$77.20
<i>Part Days Including Bed</i> Breakfast \$9.85 Lunch \$9.85 Dinner \$12.55 Bed \$31.95		\$19.30 \$19.30 \$19.30 \$19.30
Weekly Maximum	\$449.40 (7 Days)	\$540.05 (7 Days)
Non Relief – No Overnight Meal Allowance	\$10.05 <i>Not paid if only one service is incurred. Otherwise payable for second and subsequent services, where appropriate.</i>	\$12.05 <i>Not paid if only one service is incurred. Otherwise payable for second and subsequent services, where appropriate.</i>
Relief – No Overnight Meal Allowance	\$10.05 <i>Not paid if only one service is incurred. Otherwise payable for second and subsequent services, where appropriate</i>	\$12.05 <i>Not paid if only one service is incurred. Otherwise payable for second and subsequent services, where appropriate</i>

Other		
Booked Off Barracks	N/A	N/A
Box Allowance	N/A	N/A
Overtime meal allowance	\$10.05 Working overtime in excess of 2 hours and not previously advised.	\$12.05 Working overtime in excess of 2 hours and not previously advised.
<i>Roster Relief</i>		
Inside Suburban Area	N/A	N/A
Outside Suburban Area	N/A	N/A
Inside and Outside Suburban Area	N/A	N/A
Camp	\$12.70 per day	\$15.25

Service entitlement for all employees is 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.

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TRAVELLING AND INCIDENTAL EXPENSES

ALLOWANCES	WAGES OPERATIONS - PREVIOUS	WAGES OPERATIONS - NEW
Non Relief - Overnight Daily Rate – Payable where all 4 services are incurred.	\$99.80	\$120.00
<i>Part Days Including Bed</i> Breakfast Lunch Dinner Bed	\$12.70 \$12.70 \$18.70 \$55.70	\$30.00 \$30.00 \$30.00 \$30.00
<i>For example if lunch, dinner and bed incurred.</i>	\$12.70 \$18.70 <u>\$55.70</u> <u>\$87.10</u>	\$30.00 \$30.00 <u>\$30.00</u> <u>\$90.00</u>
<i>After 4 weeks or 5 weeks for shift workers</i> Breakfast Lunch Dinner Bed	\$12.10 \$12.10 \$15.00 <u>\$48.40</u> <u>\$87.60</u>	\$26.35 \$26.35 \$26.35 <u>\$26.35</u> <u>\$105.40</u>
Relief - Overnight Daily Rate – Payable where all 4 services are incurred.	\$64.20	\$77.20
<i>Part Days Including Bed</i> Breakfast Lunch Dinner Bed	\$9.85 \$9.85 \$12.55 \$31.95	\$19.30 \$19.30 \$19.30 \$19.30
Weekly Maximum	\$449.40 (7 Days)	\$540.05 (7 Days))
Non Relief – No Overnight Meal Allowance	\$5.95 <i>If away over 10' and not paid travelling time</i>	\$7.15 <i>If away over 10' and not paid travelling time.</i>
Relief – No Overnight Meal Allowance	\$5.95 <i>If away over 10' and not paid travelling time.</i>	\$7.15 <i>If away over 10' and not paid travelling time.</i>

Other		
Booked Off Barracks – CountryLink Drivers	\$15.00 per each completed multiple of 8 hours or part thereof	\$18.00 per each completed multiple of 8 hours or part thereof
Booked Off Barracks – Other Staff	\$12.70 per any completed 8 hours from sign on to sign off	\$15.25 per any completed 8 hours from sign on to sign off
Away over 10 hours not booked off	\$5.95	\$7.15
Away over 16 hours not booked off	\$12.70	\$15.25
Box Allowance	\$1.60	\$1.95
On Board Services – Away over 11 hours up to 16 hours not booked off	\$10.05	\$12.05
Overtime meal allowance – other than train crew and on board	\$10.05 Working overtime in excess of 2 hours at end of shift and not previously advised.	\$12.05 Working overtime in excess of 2 hours at end of shift and not previously advised.
<i>Roster Relief</i>	N/A	N/A
Inside Suburban Area	N/A	N/A
Outside Suburban Area	N/A	N/A
Inside and Outside Suburban Area	N/A	N/A
Camp	N/A	N/A

Service entitlement for all employees is 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.



ATTACHMENT 3. - OUTSOURCING / CONTRACTING OUT

1. Continuous improvement and/or benchmarking shall be the preferred mechanism by which the SRA shall pursue internal efficiency gains. SRA shall consider outsourcing only when all other avenues have been exhausted. In particular, outsourcing may only be considered when it can be demonstrated that either:
 - 1.1 Insufficient overall resources are available to meeting the current SRA work commitment or timetable; or
 - 1.2 The failure to complete the work on a reasonable time would jeopardise the safety of the public or impact adversely upon system performance; or
 - 1.3 The use of outsourcing or contracting out the work is commercially the most advantageous option taking into account quality, safety, performance, cost and the overall strategic direction of the SRA.

2. Where the SRA is considering outsourcing or contracting out work activities:
 - 2.1 Unions are to be consulted immediately, when an activity is seriously being considered for competitive tendering. The purpose of this consultation is to provide opportunities for employees' concerns to be raised and addressed. Furthermore unions should be kept informed of developments throughout the process.
 - 2.2 As part of this consultation process, unions/employees will be invited to propose more suitable alternative arrangements to contracting outsourcing or contracting out. Where employee generated proposals are received, such alternatives shall not be unreasonably rejected by management, having regard to the matters in paragraph 1.
 - 2.3 Where the decision is made to call for expressions of interest/tenders management will take all steps necessary to ensure that the employees currently performing the activity in question are given the opportunity to submit an in-house bid. In doing so SRA will:
 - 2.3.1 provide all assistance and support necessary to the employees currently performing the activity to submit an in-house bid. The assistance provided may include access to expert advice in relevant areas such as employee issues, re-engineering, costing and tender proposals.
 - 2.3.2 set aside funds for the provision of such assistance at the commencement of the process of planning implementing of competitive tendering. Ten per cent of the current annual full cost of the activity should be used as a guide for this purpose.

3. In the evaluation of conforming expressions of interest or tenders, the SRA will ensure that any comparisons will be made on a basis discounting any costs that have already been sunk or that would continue even if the work was outsourced or contracted out. Such overheads would typically include costs associated with:
 - 3.1 the preparation of in-house bids;
 - 3.2 future contract management, including contract monitoring and cessation costs;

- 3.3 the management of any displaced employees, including redundancies, retraining and salary maintenance expenses; and
- 3.4 the tendering process itself;
- 3.5 In addition, tenders will be compared on the basis of their net avoidable cost implications expressed in net present value terms. These will include both the direct costs of undertaking the activity and estimated avoidable components of indirect costs incurred when an activity is undertaken in-house. Cost components may include staff costs, executive management costs, accommodation, equipment and furniture, materials, other running costs and administrative costs such as recruitment, training, invoicing and so on.
- 3.6 Guidance is to be sought from NSW Treasury in relation to an appropriate discount rate for evaluating different cost and revenue streams of competing bids, provided that if either of the parties dispute the discount rate recommended by Treasury, the dispute will be handled in accordance with the Dispute Settlement Procedure.
4. Risk factors associated with contracting out also need to be factored into any cost comparison. Such risks include, but are not limited to, the risks of contract non-fulfillment, failure to meet performance standards and possible litigation. Furthermore if a function is critical, either in an operational or safety sense, then risk of contract failure needs to be given an appropriate weighting in making a cost comparison.
5. SRA acknowledges that a fundamental principle of procurement planning is appropriate and early consultation with clients, stakeholders and others impacted by the procurement. The parties agree to facilitate this by an exchange of information regarding sound industrial relations and employment practices:
- 5.1 SRA to advise the Secretary of the Labor Council of any proposed tenders.
- 5.2 During the tender planning stage the Labor Council, or a single affiliate nominated by the Labor Council (in those cases where the affiliate is the most appropriate contact for the particular tender), may submit information to SRA about any potential tenderer from these industry sectors;
- 5.3 SRA, the Labor Council and nominated affiliates, will treat all information exchanged according to the rules of procedural fairness, integrity and probity consistent with the requirements of the Code of Tendering for NSW Government Procurement; and
- 5.4 Before an expression of interest, or tender, is evaluated evidence of compliance with all applicable employment and industrial relations obligations will be required from prospective service providers tendering for SRA contracts.
6. When calling for expressions of interest/tenders SRA will ensure that preference is given to potential contractors that are able to demonstrate sophisticated industrial relations policies, planning and capabilities consistent with the industrial relations practices of the NSW Government. The SRA will advise potential tenderers of this policy early in the process.
7. Service providers awarded contracts by the SRA will be required to maintain compliance with all applicable employee and industrial relations obligations and to provide periodic evidence to verify compliance during the performance of the contract. In this regard, the SRA may consult

with the relevant union, or if in doubt, the Labor Council about which awards and/or industrial agreements are relevant to the particular contracts they are letting.

8. The SRA will inform contractors of its policy to maintain positive working relationships with unions and their expectation that they adopt this policy. To this effect SRA will require its contractors to:
 - 8.1 participate in negotiations with employers and representative bodies of employees to develop enterprise agreements and awards that are appropriate to the circumstances of the individual enterprise or industry;
 - 8.2 ensure that there is no victimisation of any kind of persons who choose to be members of a union within their organisations;
 - 8.3 observe the applicable right of entry provisions by authorised union officers for legitimate purposes including the recruitment of members, dealing with member grievances and investigating any suspected breach of industrial awards, agreements or legislation; and
 - 8.4 ensure appropriate access to the relevant employer records for inspection by unions.
 - 8.5 Ensure compliance with all other relevant laws governing employment conditions such as: training, annual holidays, long service leave, occupational health and safety, workers compensation, injury management and rehabilitation, discrimination, legal age of employment, superannuation and taxation.
9. SRA will require contractors to comply with the Code of Practice and Code of Tendering for NSW Government Procurement (the Codes). In accordance with the Codes, if a contractor breaches any employment, industrial relations or related law or statute, the following sanctions will apply:
 - 9.1 formal warnings;
 - 9.2 partial exclusion from tendering, ie a reduction in the number of tendering opportunities;
 - 9.3 preclusion from tendering for any work for a specified period.
10. In addition to applying the sanctions provided for in the Codes, SRA may choose to seek remedies under the relevant contractual provisions, including termination where appropriate, and will refer a breach to the relevant enforcement agency where the contractor has infringed any employment, industrial relations or related laws of statutes.
11. This clause covers the field in relation to the issue of contracting-out and outsourcing arrangements in the SRA and shall prevail over any other provisions in awards and/or previous enterprise agreements.

