

Railway Employees' Award No. 18 of 1969

PART 1. - APPLICATION AND OPERATION

1.1. - TITLE

This award shall be known as the “Railway Employees’ Award No. 18 of 1969” as amended and consolidated.

1.2. - ARRANGEMENT

Part 1. APPLICATION AND OPERATION

- 1.1 Title
- 1.2 Arrangement
- 1.3 Area and Scope
- 1.4 Term
- 1.5 No Reduction
- 1.6 Introduction of Change
- 1.7 Definitions
- 1.8 Structural Efficiency

Part 2. CONTRACT OF EMPLOYMENT

- 2.1 Contract of Employment
- 2.2 Notice of Termination
- 2.3 Charges against Employees
- 2.4 Absence from Duty
- 2.5 Employee Performing Higher Duties

Part 3. HOURS OF DUTY

- 3.1 Traffic Section
- 3.2 Other than Traffic
- 3.3 Overtime Traffic Section
- 3.4 Overtime – Other than Traffic
- 3.5 Meal and Rest Breaks
- 3.6 Minimum Time off Duty
- 3.7 Guaranteed Week

Part 4. CLASSIFICATION STRUCTURE RATES OF PAY

- 4.1 Award Classification Structure
- 4.2 Rates of Pay
- 4.3 Experience Allowance
- 4.4 Tool Allowance
- 4.5 Leading Hand Allowance
- 4.6 Electrical Licence Allowance
- 4.7 Apprentices
- 4.8 Traineeships
- 4.9 Minimum Wage
- 4.10 Supported Wage
- 4.11 Classification Definitions
- 4.12 Criteria Progression

Part 5. ALLOWANCES AND FACILITIES

- 5.1 On Call Allowance
- 5.2 Signal Technicians Stand By Roster Provisions
- 5.3 After Hours Contact: Meals and Expenses
- 5.4 Away from Home and Meal Allowance
- 5.5 Travelling Time – Other Than Traffic
- 5.6 Travelling Time – Traffic
- 5.7 Meal Allowance
- 5.8 Shift Allowance
- 5.9 Uniforms, Protective Clothing and Equipment

Part 6. LEAVE

- 6.1 Annual Leave
- 6.2 Public Holidays
- 6.3 Sick/Carer's Leave
- 6.4 Bereavement Leave
- 6.5 Study Leave
- 6.6 Blood/Plasma Donor Leave
- 6.7 Emergency Services Leave
- 6.8 Defence Force Reserves Leave'
- 6.9 Leave Without Pay
- 6.10 Parental Leave
- 6.11 Long Service Leave
- 6.12 Training
- 6.13 Leave to Attend Union Business

Part 7. DISPUTE RESOLUTION PROCEDURE

Part 8. SUPERANNUATION

Part 9. NAMED PARTIES TO THE AWARD

Part 10. REGISTERED ORGANISATION MATTERS

- 10.1 Facilities for Workplace Delegates
- 10.2 Right of Entry to Investigate Breaches

Part 11. WHERE TO GO FOR FURTHER INFORMATION

Part 12. OTHER LAWS AFFECTING EMPLOYMENT

- Schedule A
- Schedule B

1.3. - AREA AND SCOPE

This award shall apply to employees employed by the Public Transport Authority (herein after referred to as “the employer”) in and about the working and maintenance of the railways operated by the said employer, and shall not apply to special maintenance, reconstruction or construction works in the Permanent Way, and/or Structure Sections, the estimated cost of which on account of wages exceeds \$50 000.

1.4. - TERM

The currency of this award shall be for one month commencing from and including the date hereof. (Award was delivered on the 25th day of July, 1969)

1.5. - NO REDUCTION

This award shall not operate to reduce the wage of any employee who is at present receiving above the minimum rate prescribed for this class of work.

1.6. - INTRODUCTION OF CHANGE

1.6.1 Employers Duty to Notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing, and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch; (CEPU) and The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch (AMWU).
- (b) “Significant Effects” include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

1.6.2 Employer’s Duty to Discuss Change

The employer shall discuss with the employees affected and their union/s, the introduction of the changes referred to in the sub-clause (1 6.1) hereof, the effects the changes are likely to have on employees, measure to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by employees and/or their union in relation to changes.

1.6.3 The discussion shall commence as early as reasonably practicable after a firm decision has been made by the employer to make changes referred to in sub-clause 1.6.1.

1.6.4 For the purposes of such discussion, the employer shall provide to the employees concerned and their union/s, all relevant information about the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information that may harm the employer’s business undertaking or the employer’s interest in carrying on, or disposition, of the business undertaking.

1.7. - DEFINITIONS

“Union” means - The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch and /or The Communication, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch (CEPU) and/or The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers – Western Australian Branch (AMWU).

“Employer” means – The Public Transport Authority (PTA) or its successor.

“WAIRC” means – Western Australian Industrial Relations Commission.

“Head of Branch” means – a General Manager of the Network and Infrastructure Division, General Manager of the Transperth Train Operations Division, and/or an Executive Director employed by the Public Transport Authority.

“Traffic Section” means – wage employees employed in classifications covered by this award in Transperth Train Operations excluding employees in Network and Infrastructure Division and tradespersons in all branches.

“Other than Traffic Section” means – all wage employees in classifications covered by this award employed in Network and Infrastructure Division.

1.8. - STRUCTURAL EFFICIENCY

- 1.8.1 The parties to this award are committed to co-operating positively to increase the efficiency, productivity and organisational competitiveness of the rail industry and to enhance career opportunities and job security of employees, with regard to the quality of working life including the need to enhance skills and job satisfaction. Award restructuring and structural efficiency principle measures shall not be used as a vehicle for job shedding.
- 1.8.2 Measures raised for consideration consistent with this clause shall be related to implementation of the new classification structure, the facilitative provisions contained in this award and, subject to other provisions of this Award, matters concerning training.

PART 2. - CONTRACT OF EMPLOYMENT

2.1. - CONTRACT OF EMPLOYMENT

2.1.1 Commencement

- (a) The employer shall advise each employee, prior to the time of engagement, if they are to be employed as a permanent full time, permanent part-time, fixed term or casual employee.
- (b) Prior to engagement, an employee shall be notified by the employer whether the duration of employment is expected to exceed one month and if hired as a casual shall be advised in accordance with Clause 2.1.5.
- (c) Advise such employee that employment will be subject to the provisions of statutory and employer rules, regulations and policies, as amended from time to time.

2.1.2 Probation

- (a) A new employee’s appointment to a position in the Public Transport Authority will be subject to a probationary period of three months which may be extended another three months provided that prior to the expiration of the initial period of probation the employee was informed which areas of performance have to be improved.
- (b) Subject to satisfactory performance an employee’s appointment will be confirmed at the conclusion of the probationary period.
- (c) During the probation period, if the employee’s performance is not satisfactory, the employer may terminate the contract of employment by giving the employee one-week notice or payment in lieu of notice.

2.1.3 Full Time Employee

An employee engaged for a minimum of thirty-eight (38) ordinary hours per week worked on any day Monday –Saturday –(Traffic section) or Monday to Friday –(Other Than Traffic) as the case may be.

2.1.4 Part Time Employee

An employee engaged for a minimum of fifteen-(15) hours up to a maximum of thirty-eight –(38) ordinary hours per week; worked on any day Monday to Saturday –(Traffic section) or Monday to Friday

–(Other Than Traffic) and shall be entitled to all the conditions of employment as a full time employee on a pro rata basis.

2.1.5 Casual Employee

- (a) An employee who is engaged for less than one (1) week continuously, provided that this shall not include an employee who, when work is available, leaves their employment before the expiry of one week.
- (b) A casual is engaged by the hour and paid as such and has no entitlements to paid leave, except bereavement leave and who is informed of these conditions of employment before they are engaged.
- (c) The service of a casual employee may be terminated by one (1) hour's notice, given by either side, on any day.
- (d) A casual employee shall be paid the ordinary rate prescribed for the classification of work performed with the addition of twenty percent (20%).

2.2. - NOTICE OF TERMINATION

2.2.1 Notice Periods

- (a) The employment of any employee (other than a casual employee) may be terminated by the following notice period, provided that an employee has not been dismissed on the grounds of serious misconduct in which case the employee shall be paid up to the time of dismissal.
- (b) The period of notice shall not apply to employees engaged for a specific period of time or for a specific tasks or tasks.

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than six (6) months	At least one (1) week
More than six-(6) months but not more than (3) years	At least two (2) weeks
More than three (3) years but not more than five (5) years	At least three (3) weeks
More five (5) years	At least four (4) weeks

- (c) An employee who at the time of being given notice is over forty five (45) years of age and has completed two (2) years' continuous service with the employer shall be entitled to one (1) weeks additional notice.

2.2.2 Payment in lieu of notice prescribed in sub clause 2.2.1 shall be made if appropriate notice period is not given. The employment may be terminated by part of the period specified and part payment in lieu thereof.

2.2.3 In calculating any payment in lieu of the notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated.

2.2.4 The period of notice an employee must give to their employer, is the same as applies to the employer, except the extra week for being forty- five (45) years of age; provided the employer and the employee may agree to a shorter period of notice.

2.2.5 If the required notice is not given, either by the employer or the employee, the wages for that period shall be either paid by the employer or forfeited by the employee for the period (as the case may be) in lieu of the notice.

- 2.2.6 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

2.3. - CHARGES AGAINST EMPLOYEES

- 2.3.1 If in the opinion of the officer in charge, any irregularity on the part of any employee should be reported, the officer in charge will within seven days (or, If not the main depot or station then within 10 days) from the officer in charges first knowledge of the occurrence notify such employee that the employee has been so reported.
- 2.3.2 When a charge has been made against any employee, the employee shall be supplied with a copy of such charge and a copy of any report other than reports to the head of the branch, which is to be used in relation to such charge.
- 2.3.4 Each employee shall provide, when called upon, with the least possible delay, any report or statement, which may be required by the officer in charge.
- 2.3.5 When an employee against whom a charge is pending has made a statement to an officer in charge, and which statement the officer in charge has taken down in writing, such employee shall either be furnished with a copy of such statement, or be allowed to take a copy of it.
- 2.3.6 If a final decision in any case in which a charge has been made against an employee be not given within three –(3) calendar months of the occurrence first coming to the knowledge of the head of Branch or within fourteen –(14) days of the final determination of any charge relating to the occurrence brought against any employee by any person other than the employer (whichever is the later), the charge in question shall lapse.
- 2.3.7 An employee who is suspended from duty for any reason shall not be kept under suspension in excess of six days (excluding Sundays and holidays) following the date on which the employee was suspended. Except in cases where dismissal follows suspension, an employee shall be paid for any time under suspension in excess of six days referred to, provided the employee has not delayed the submission of the explanation of the offence for which the employee was suspended.
- 2.3.7 Where an employee exercises a right of appeal no deduction shall be made from the employees wages in respect of any fine until a final decision has been given.
- 2.3.8 Where an employee has been fined an amount exceeding one day's pay, the amount deducted from any fortnights pay shall not be greater than one day's pay except with the consent of the employee concerned.
- 2.3.9 Where, owing to the absence from duty of an employee through leave or illness, it is not possible to notify the employee within the period prescribed in sub-clause 2.3.1 that such employee has been reported, the provision shall be regarded as having been complied with if the employee is so notified within seven days of resuming duty following such absence. In such cases, the period in which a final decision, as per sub-clause 2.3.5 may be made shall be extended to three calendar months from the date of the employee's resumption of duty following the absence.

2.4. - ABSENCE FROM DUTY

- 2.4.1 An employee, being unable to attend for duty through illness, shall notify the officer in charge as soon as is reasonably possible to permit alternative arrangements to cover the employee's absence. Any such employee who fails to do so shall be treated as absent without leave.
- 2.4.2 Any such employee who has notified an absence in accordance with sub clause 2.4.1, shall not again be booked up for duty unless the employee notifies the officer in charge not later than 1200 hours on any day that such employee is fit to resume, and in such case there shall be no obligation to employ the employee until the following working day. An employee who books off duty on afternoon shift who reports for duty before 1000 hours on the following day shall be provided with work on that day.

2.5. - EMPLOYEE PERFORMING HIGHER DUTIES

- 2.5.1 An employee performing duties attracting a higher rate of pay than the employee's ordinary classification shall be paid the higher rate for the time the employee is so engaged, but if so engaged for more than two (2) hours of one day or shift, the employee shall be paid the higher hourly rate of pay for the whole day or shift.
- 2.5.2 Provided however that acting time of less than twenty minutes in any one-day or shift shall not be counted, provided further that the conditions applicable to such higher duties shall apply.
- 2.5.3 Should any employee be required to perform duties in a lower grade, the employee's weekly rate of pay shall not be reduced whilst employed in such capacity.

PART 3. - HOURS OF DUTY

3.1. - TRAFFIC SECTION

- 3.1.1 The ordinary hours of employment shall be thirty – eight –(38) hours per week, and shall be worked between 6.00am and 6.00pm on any five days Monday to Saturday inclusive.
- 3.1.2 The employer may, if the employer so desires, work any part of its business on shift work in accordance with Clause 5.8 –Shift and Night Work Allowances, and such hours will be deemed to be ordinary hours for the purposes of the weeks guarantee.
- 3.1.3
 - (a) Where an employee is called upon to work on the employees rostered day off shown on the roster the employee shall be paid at the overtime rates prescribed under this award for work performed on that day and double time if the rostered day off falls on a Saturday.
 - (b) Where an employee's rostered day off shown on the roster is altered and an alternative day substituted as the rostered day off so that the employee is required to work on the first day first shown as the rostered day off as part of the ordinary hours of work the employee shall be paid at over-time rates prescribed under this award for such work unless given at least twenty- four (24) hours notice of the alteration.
 - (c) Employees shall not be rostered for duty within 24 hours of booking off or before 0600 hours the day following their rostered day off, whichever is the earlier, and if called upon to commence a shift before such time has elapsed that shift shall be deemed to have been worked on their rostered day off.
 - (d) Where such employees work a continuous shift – Sunday into Monday – such, unless it extends into four hours on Monday will not be counted as one of the five-week day shifts.

3.2. - OTHER THAN TRAFFIC SECTION

- 3.2.1 The ordinary hours of employment shall be thirty-eight –(38) hours per week, and shall be worked continuously except for meal breaks between 6.00am and 6.00pm Monday to Friday inclusive.
- 3.2.2 Notwithstanding the provisions of sub-clause 3.2.1 the thirty eight (38) hour week nine day fortnight shall be arranged as per the order of the WAIRC arising from C1304 of 1988, attached at schedule "B".
- 3.2.3 Provided that:
 - (a) the actual ordinary hours of work shall be determined by agreement between the employer and the majority of employees in the plant or work section or sections concerned; and

- (b) Provided further that work prior to the spread of hours fixed in accordance with this sub clause for which overtime rates are payable shall be deemed for the purpose of this sub clause to be part of the ordinary hours of work.

3.2.4 Call out Payments

An employee "called out" for an emergency on the rostered day off, shall be paid in accordance with the overtime provisions for working on a day normally rostered off duty.

3.2.5 Leave and Public Holidays

- (a) An employee on a rostered day off will not be entitled to claim either sick leave or compassionate leave for that day.
- (b) Where a public holiday falls on a rostered day off, the preceding or following working day as determined by the employer shall be observed in lieu of the rostered day off.
- (c) A paid holiday or a day cleared in lieu of work on such day shall be the usual rostered hours of 7.6 hours, 8 hours or 8.5 hours as the case may be as provided in this clause.

3.3. - TRAFFIC SECTION OVERTIME PAYMENTS

3.3.1 Public Holidays

- (a) Employees required to work on a Public Holiday shall be paid for all time worked at the rate of time and a half for the first 7.6 hours worked on any shift on that day and at the rate of double time and a half for all time worked in excess of 7.6 hours on any shift in lieu of all other penalties which may be payable for work on that day under this award, provided that a minimum payment of four –(4) hours shall be paid to the employee concerned.
- (b) In addition to payment described in 3.3.1-(a) an employee required to work on a Public Holiday shall be paid a further 7.6 hours, provided that the employee may elect in lieu of being paid for that 7.6 hours, to be granted a day's holiday with pay which may be cleared with the annual leave or taken at some subsequent date when the employee so agrees.

3.3.2 Sunday and Saturday

- (a) All time worked on a Sunday shall be paid at the rate of double time, provided that a minimum payment of four –(4) hours shall apply.
- (b) When Saturday is an additional shift all time worked will be paid at double time, provided that a minimum payment of four –(4) hours shall apply.
- (c) Ordinary time worked on Saturday by shift employees shall be paid at a rate of an additional fifty –(50%) percent loading in addition to the employee's hourly rate.
- (d) Where an employee works a continuous shift Sunday into Monday, such shift, unless it extends into four hours on Monday, will not be counted as one of the five shifts.
- (e) No employee shall be brought on duty on a Sunday for less than four –(4) hours.

3.3.3 Weekly - Overtime

- (a) All time (exclusive of Sunday time) worked in excess of 38 hours in any one week shall be paid at the rate of time and a half.
- (b) All time worked in excess of 7.6 hours or 8 hours as the case may be in any one of the first five shifts in a week shall be paid for at the rate of time and one half for the first three hours and

double time thereafter, provided that all time paid at the rate of double time shall stand alone and be paid for in addition to the week's work.

- (c) The overtime rates shall be computed on the rate applicable to the day on which the overtime is worked provided that double time shall be the maximum.

3.3.4 Reasonable Overtime Provisions

- (a) Subject to the provisions of this Award, the employer may require any employee to work reasonable overtime at the overtime rates and such worker shall work overtime in accordance with such requirement.
- (b) No organisation party to this award or employee or employees covered by this award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements set out in (a) hereof.

3.4. - OTHER THAN TRAFFIC

3.4.1 Public Holidays

- (a) Employees required to work on a Public Holiday shall be paid for all time worked at the rate of time and a half for the first eight –(8) hours worked on any shift on that day and at the rate of double time and a half for all time worked in excess of eight hours on any shift in lieu of all other penalties which may be payable for work on that day under this award, provided that a minimum payment of four –(4) hours shall be paid to the employee concerned.
- (b) In addition to payment described in 3.4.1-(a) an employee required to work on a Public Holiday shall be paid a further eight hours, provided that the employee may elect in lieu of being paid for that eight hours, to be granted a day's holiday with pay which may be cleared with the annual leave or taken at some subsequent date when the employee so agrees.

3.4.2 Sunday and Saturday

- (a) All time worked on a Sunday shall be paid at the rate of double time, provided that a minimum payment of four –(4) hours shall apply.
- (b) All time worked on Saturday by an employee shall be paid at a rate of time and a half, for the first two hours and double time thereafter. Provided that a minimum payment of four –(4) hours shall apply.
- (c) Where an employee works a continuous shift Sunday into Monday, such shift, unless it extends into four hours on Monday, will not be counted as one of the five shifts.
- (d) No employee shall be brought on duty on a Saturday or Sunday for less than four –(4) hours, but shall not be required to work for the four hours if the work does not last that period: Provided further that if the employee is again called out for duty within the first period of four hours the employee shall not receive further payment until the expiration of the first four hours when payment shall be made at the appropriate rate for all time worked with a minimum of four hours.

3.4.3 Calculation of Overtime

- (a) All time (exclusive of Sunday time) worked in excess of or outside of the usual working hours in any one day shall be paid at the rate of time and a half for the first two hours and thereafter double time.

- (b) Extra rates shall be computed on the rate applicable to the day on which the time is worked. Provided that double time ie twice the ordinary rate shall be the maximum.
- (c) Time worked on Sundays shall be paid for at the rate of double time.
- (d) Any employee brought on to work outside ordinary working hours shall, except when such work, exclusive of meal time, is continuous with the ordinary shift, be paid a minimum of three hours at the rate applicable to the day: Provided that the employee shall not be obliged to work for three hours if the work required has been completed in less time.

3.4.4 Reasonable Overtime Provisions

- (a) Subject to the provisions of this Award, the employer may require any employee to work reasonable overtime at the overtime rates and such employee shall work overtime in accordance with such requirement.
- (b) No organisation party to this award or employee or employees covered by this award shall in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements set out in (a) hereof.

3.5. - MEAL AND REST BREAKS

- 3.5.1 An employee shall not be permitted to continue work longer than five –(5) hours without taking a meal break of at least thirty –(30) minutes, provided that such break is not taken before the third hour of duty; and
- 3.5.2 An employee who, for operational reasons as determined by the employer, may require an employee to work longer than five –(5) hours without a meal break. In such circumstances the employee will be paid at double time rates until such meal break time is made available to the employee concerned and/or up to the conclusion of the employee's rostered hours for the day.

3.6. - MINIMUM TIME OFF DUTY

- 3.6.1 An employee shall be allowed off duty for a minimum of ten hours, except as provided hereunder.
- 3.6.2 When an employee is brought on duty without the prescribed period of rest, such employee shall be paid continuous duty as from the time the employee booked on the previous shift for which the employee had less than the stipulated rest period. This shall not apply where the time by which the rest period falls short of the prescribed time does not exceed sixty- (60) minutes, in which case the employee shall be paid at the double rate for the time between the actual rest period and the minimum period of the rest prescribed in this Award.
- 3.6.3 No employee shall be called or booked up for duty without having the prescribed period of rest while there is another qualified employee available who has had the prescribed rest.

3.7. - GUARANTEED WEEK

- 3.7.1 Subject to the provisions of this clause the employer shall guarantee to each employee, other than a casual, a full week's work, exclusive of Sunday time.
- 3.7.2 The employer shall guarantee part time employees with a guarantee weeks work in accordance with the minimum hours prescribed in Clause 2.1.4 and/ or the rostered ordinary hours as posted on the roster, whichever is the greater.
- 3.7.3 Notwithstanding anything elsewhere contained in this award and notwithstanding any implications arising in the provisions of Section 73 of the Government Railways Act 1904, as amended from time to

time, the guaranteed week may be reduced as follows: the employer shall be entitled to deduct payment for any day, or portion of a day, upon which an employee cannot be usefully employed because of any strike or to deduct payment for any day upon which an employee cannot be usefully employed for any cause beyond the employer's control whereby the employer is unable to carry on either wholly or partially the complete running of trains, services or other normal operations.

- 3.7.4 Provided that an employee, who cannot be usefully employed because of any strike and who is required to report for duty on any day and does so report shall be paid a minimum of four hours at ordinary rates;
- 3.7.5 Provided further that an employee stood down in accordance with this paragraph may elect to be paid accrued annual leave entitlements for time stood down.
- 3.7.6 An employee stood down in accordance with the provisions of this clause, shall not lose any sick leave credit or other privileges to which such employee would ordinarily be entitled under this award provided that employee resumes work within a reasonable time of being so required after such stand down. Provided further that this provision does not entitle an employee to payment for any holiday occurring during period of stand-down
- 3.7.7 The employer shall not stand down an employee who is working away from the employee's home station or depot until the employee is returned to that station or depot.
- 3.7.8 The guaranteed week's work may also be reduced as follows:
 - (a) In respect of any employee under suspension, provided that any employee suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of suspension;
 - (b) In respect of any day an employee is absent except through sickness or other form of approved leave.

PART 4. - CLASSIFICATION STRUCTURE RATES OF PAY

4.1. - AWARD CLASSIFICATION STRUCTURE

- 4.1.1 The REA classification structure is based on the following criteria:
 - (a) job requirements as defined by role, responsibilities, indicative tasks and qualifications for each position;
 - (b) AQF training and competency levels required; and
 - (c) relativities with metal trades award classifications.
- 4.1.2 The following table summarises Railway Employees Award classifications.

REA Level	RELATIVITY	NETWORK & INFRASTRUCTURE	TRANSPERTH TRAIN OPERATIONS
		OTHER THAN TRAFFIC	TRAFFIC
Level 10	135%	Integrated Systems Technician; Engineering Associate	
Level 9	130%	Electrical Systems Technician; Senior Engineering Technician	

Level 8	125%	Systems Technician; Technician: Data, Radio, Security, Communication Systems	
Level 7	115%	Perway Patroller; Supervisory/specialized electrical trades; Supervisory/specialized mechanical trades; Engineering Technician; Signals Technician	Transit Guard Team Leader
Level 6	110%	Advanced Maintainer (Systems); Perway Patroller; Signal Fitter/Senior Mech. Tradesperson; Electrical Technician; Electrical Fitter/Senior Tradesperson	Control Monitoring Room (CMR) Operator
Level 5	105%	Senior Maintainer (Systems); Senior Maintainer (Civil); Mechanical Fitter/Tradesperson; Electrical Fitter/Tradesperson	Customer Service Assistant; Transit Guard
Level 4 (tradespers on*** or equivalent entry level)	100%	Maintainer (Systems); Maintainer (Civil); Perway Patroller; Mechanical Tradesperson/Fitter; Electrical Tradesperson/Fitter	Suburban Rail Ticketing Assistant
Level 3A	96.9%	Maintainer (Signals)	
Level 3	93.6%	Maintainer (Systems); Maintainer (Civil)	Suburban Rail (Station) Attendant; Carpark Attendant; Depot Surveillance Attendant
Level 2	89.01%	Maintainer (Systems); Maintainer (Civil)	Suburban Rail Attendant
Level 1 (non-trade entry)	84.2%	Maintainer (Systems)*; Maintainer (Civil)**	Suburban Rail Attendant Trainee

*Maintainer (Systems) includes Signalling, Overhead Catenary and/or Communications unless otherwise specified.

**Maintainer (Civil) includes Reserve, Track and/or Landscape unless otherwise specified, and may include Perway if specified.

4.2. - RATES OF PAY

The rates of pay in this award include arbitrated safety net adjustments since December 1993, under the Arbitrated Safety Net Adjustment Principle. These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by employees since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement. Increases in rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

REA	Previous Rate	Flat Hourly on and from the commencement of the first pay period on or after 1 July 2020	Weekly Wage on and from the commencement of the first pay period on or after 1 July 2020
Level 10	747.60	\$31.14	\$ 1183.50
Level 9	725.80	\$30.20	\$ 1147.60
Level 8	704.00	\$29.25	\$ 1111.40
Level 7	660.40	\$28.12	\$ 1068.60
Level 6	638.60	\$26.41	\$ 1003.70
Level 5	618.80	\$25.65	\$ 974.80
Level 4	597.00	\$24.74	\$ 940.00
Level 3A	583.50	\$24.17	\$ 918.50
Level 3	567.10	\$23.57	\$ 895.50
Level 2	547.10	\$22.74	\$ 864.00
Level 1	526.10	\$21.77	\$ 827.30

4.3. - EXPERIENCE ALLOWANCE

Employees classified at levels 4 to 7 inclusive shall be paid the following allowance as part of the ordinary base rate of pay for all purposes:

After 12 months service with the employer - \$ 6.80

After 24 months service with the employer - \$ 14.20

The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

4.4. - TOOL ALLOWANCE

4.4.1 All tradespersons shall be paid a tool allowance in accordance with the following provisions:

- (a) Where the employer does not provide a tradesperson or an apprentice with the tools ordinarily required by that trades person or apprentice in the performance of work as a tradesperson or as an apprentice the employer shall pay a tool allowance of \$17.30 per week to such tradesperson/apprentice.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

- (b) Any tool allowance paid pursuant to paragraph (a) of this sub clause shall be included in, and form part of, the ordinary base wage for all purposes.
- (c) The employer shall provide for the use of tradesperson or apprentices all necessary power tools, special purpose tools and precision measuring instruments.
- (d) A tradesperson or apprentice shall replace or pay for any tools supplied by the employer if lost through the employee's negligence.

4.5. - LEADING HANDS

Leading Hands shall be paid the following rate per week:

- (a) Class 3
When in charge of not less than three and not more than ten others, paid \$32.10 extra per week
- (b) Class 2
When in charge of more than 10 but fewer than twenty others, paid \$48.30 extra per week
- (c) Class 1
When in charge of more than twenty others, paid \$62.30 extra per week

The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

4.6. - ELECTRICAL LICENCE ALLOWANCE

An electronics tradesperson, an electrical fitter and/or armature winder or an electrical installer who holds and in the course of his or her employment may be required to use a current "A" grade or "B" grade licence issued pursuant to the relevant regulation in force in the 28th day of February, 1978 under the Electricity Act, 1948 shall be paid an allowance of \$22.80 per week.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

4.7. - APPRENTICES

The weekly wage rate shall be a percentage of the tradesperson's rate as under:

%	TOTAL RATE
FIVE YEAR TERM:	

First Year	40
Second Year	48
Third Year	55
Fourth Year	75
Fifth Year	88

FOUR YEAR TERM:

First Year	42
Second Year	55
Third Year	75
Fourth Year	88

THREE AND A HALF YEAR TERM:

First six months	42
Next Year	55
Next following year	75
Final Year	88

THREE YEAR TERM:

First Year	55
Second Year	75
Third Year	88

NOTE: The rates above are calculated on the REA L4 tradesperson rate listed in Clause 4.2.

For the purpose of this part "tradesperson's rate" means the rate of pay payable to a fitter under the Engineering Trades (Government) Award numbered 29, 30 and 31 of 1961 and 3 of 1962 as amended.

4.8. - TRAINEESHIPS

The wages applicable to trainees while undergoing training shall be no less than as prescribed in the National Training Wage Award 2000 for employees up to and including 20 years of age. Adult trainees will be paid no less than the rate prescribed under the Minimum Conditions of Employment Act 1993 for the minimum weekly rate of pay for employees 21 years or older.

4.9. - MINIMUM WAGE:

4.9.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.

4.9.2 The minimum adult award wage for full-time employees aged 21 or more working under an award that provides for a 38 hour week is \$746.90 per week.

The minimum adult award wage for full-time employees aged 21 or more working under awards that provide for other than a 38 hour week is calculated as follows: divide \$746.90 by 38 and multiply by the number of ordinary hours prescribed for a full time employee under the award.

The minimum adult award wage is payable on and from the commencement of the first pay period on or after 1 July 2020.

4.9.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

- 4.9.4 Unless otherwise provided in this clause adults aged 21 or more employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result, shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 4.9.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award (if applicable) to the minimum adult award wage, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.9.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or government approved work placement programs or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the *Minimum Conditions of Employment Act 1993*.
- 4.9.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 4.9.8 Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.

4.9.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2020 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

4.9.10 Adult Apprentices

- (a) Notwithstanding the provisions of this clause, the minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for a 38 hour week is \$638.20 per week.
- (b) The minimum adult apprentice wage for a full-time apprentice aged 21 years or more working under an award that provides for other than a 38 hour week is calculated as follows: divide \$638.20 by 38 and multiply by the number of ordinary hours prescribed for a full time apprentice under the award.
- (c) The minimum adult apprentice wage is payable on and from the commencement of the first pay period on or after 1 July 2020.
- (d) Adult apprentices aged 21 years or more employed on a part-time basis shall not be paid less than pro rata the minimum adult apprentice wage according to the hours worked.
- (e) The rates paid in the paragraphs above to an apprentice 21 years of age or more are payable on superannuation and during any period of paid leave prescribed by this award.

- (f) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.

4.10. - SUPPORTED WAGE

4.10.1 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 this Award. In the context of this clause, the following definitions will apply:

- (a) ‘Supported Wage System’ means the Commonwealth Government system to promote employment for people who cannot work at full Award wages because of a disability as documented in “[Supported Wages System: Guidelines and Assessment Process]”.
- (b) ‘Accredited 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.
- (c) ‘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, as amended from time to time, or any successor to that scheme.
- (d) ‘Assessment instrument’ means the form 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.

4.10.2 Eligibility Criteria

Employees covered by this clause 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 this 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. (The clause does not apply to any existing employee who has a claim against the employer that is subject to the provisions of employees’ compensation legislation or any provision of this Award relating to the rehabilitation of employees who are injured in the course of their current employment).

The clause also does not apply to employers in respect of their facility, programme, undertaking, services or the like which receives funding under the Disability Services Act 1988 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s10 or s12A of the Act, or if a part has received recognition, that part.

4.10.3 Supported Wage Rates

Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause 4)	% of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%

80%
90%

80%
90%

(Provided that the minimum amount payable shall be not less than \$56.00 per week).* Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

4.10.4 Assessment of Capacity

For the purpose of establishing the percentage of the Award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) The employer and the union in consultation with the employee or, if desired by any of these; or
- (b) The employer and an accredited Assessor from a panel agreed by the parties to the Award and the employee.

4.10.5 Lodgement of Assessment Instrument

- (a) All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Western Australian Industrial Relations Commission.
- (b) All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten (10) working days.

4.10.6 Review of Assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

4.10.7 Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this Award paid on a pro-rata basis.

4.10.8 Workplace Adjustment

An employer wishing to employ a person under the provisions of this clause shall 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 employees in the area.

4.10.9 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 clause 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 the trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
- (c) The minimum amount payable to the employee during the trial period shall be no less than \$56.00 per week; or, in the case of paid rates award, the amount payable to the employee during

the trial period shall be \$56.00 per week or such greater amount as is agreed from time to time between the parties.

- (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 shall be entered into based on the outcome of assessment under subclause (4) of this clause.

4.11. - CLASSIFICATION DEFINITIONS

The classification definitions under this Award are as follows:

4.11.1 (a) Traffic – Transperth Train Operations

REA LEVEL ONE

SUBURBAN RAIL ATTENDANT L1 (TRAINEE)

Key Responsibilities:

To assist in the provision of quality service to passengers by ensuring a high standard of presentation on railway platform and associated facilities, while learning about other aspects of passenger service.

Indicative Tasks:

- Cleaning tasks in relation to railway facilities, equipment or vehicles.
- Report damage or maintenance needs.
- Attend induction-training courses as required.
- Provides basic passenger assistance eg train information; loading; and unloading luggage.
- Undergo training at AQF Level 1 or equivalent.

Qualifications:

Track Access
C Class Driver's Licence

REA LEVEL TWO

SUBURBAN RAIL ATTENDANT L2

Key Responsibilities:

Assist in providing quality service to passengers by ensuring a high standard of presentation of railway station facilities and equipment.

Indicative Tasks:

- Monitor platforms and facilities at stations to ensure area and associated equipment are kept clean, tidy, well-presented and in good working order.
- Report damage or maintenance needs to appropriate personnel.
- Minor manual or machine assisted tasks (eg specific cleaning, tidying or similar duties) for maintaining tidy and orderly presentation of station facilities and equipment.
- Keeping records or basic documentation (eg relating to lost property).
- Assist L3 attendants as required.
- Undergo training at AQF Level 2 or equivalent.

Qualifications:

AQF level 1 or equivalent
Track Access
C Class Driver's Licence

REA LEVEL THREE

SUBURBAN RAIL (STATION) ATTENDANT L3

Key Responsibilities:

To assist in the provision of quality service to passengers by ensuring high standards of presentation of railway station facilities, equipment and surrounds and assisting passengers on station platforms.

Indicative Tasks:

- Monitor station platforms, buildings, equipment and facilities to ensure these are kept in a clean and tidy, safe and well presented condition.
- Perform manual and machine assisted tasks in relation to monitoring and maintenance of station facilities and equipment – including operating tools or equipment that are ancillary to this role eg fare-gates.
- Provide information and other assistance to passengers where practicable, including responding to customer complaints or problems, and routine PA announcements if required.
- Random surveillance of railway property and reporting of any unusual activities.
- Report damage or theft of railway property, urgent repair needs, vandalism, etc, in relation to platform facilities or equipment.
- Report complaints, issues or security incidents as required including fare evasion.
- Undergo training at AQF Level 3.

Qualifications:

AQF level 2 or equivalent
Track Access
C Class Driver's Licence

CARPARK ATTENDANT L3

Key Responsibilities:

Monitor and maintain car-park security and deliver associated customer service; including issuing infringements for breaches of parking by laws.

Indicative Tasks:

- General non-trade tasks appropriate to customer service & security role.
- Patrol and monitor allocated car parks for security related matters.
- Respond to security incidents within the car park and render first aid if required.
- Monitor CCTV security monitoring systems.
- Security reports of mishaps, incidents and malfunctioning equipment, damaged machines, vandalism, graffiti, cleaning requirements and infrastructure damage.
- Issue parking infringements.
- Use base radio and other equipment as needed.
- Light vehicle driving.
- Ensure car-park environment is secure, clean and tidy.
- Undergo training at AQF Level 3 or equivalent enterprise specific skills.

Qualifications:

AQF level 2 or equivalent

First Aid
C Class Driver's Licence

DEPOT SURVEILLANCE ATTENDANT L3

Key Responsibilities:

Monitor surveillance of railcars, buildings and other property within the depot.

Assist in the provision of a quality customer service to passengers

Indicative Tasks:

- Surveillance of railcars, buildings/ facilities within depot & report unusual incidents.
- Arrange appropriate action on damage reports.
- Remove and replace videotapes from railcars daily.
- In an emergency ie operational/evacuation, liaise with Train Control and Emergency Services; and provide ground base safe working and customer service support.
- Assist in the provision of passenger security on the Suburban Rail System.
- Carry out motor vehicle driving duties as required.
- Performs general non-trade tasks appropriate to surveillance role.
- Undertake training at AQF Level 3 or equivalent.

Qualifications:

AQF level 2 or equivalent
Track Access
C Class Driver's Licence

REA LEVEL FOUR

SUBURBAN RAIL TICKETING ASSISTANT L4

Key Responsibilities:

To assist in the provision of quality services to passengers by:

- Monitoring equipment and facilities at railway stations and reporting malfunctions and vandalism.
- Providing basic information and assistance to passengers for entry, exit and ticket enquiries.
- Providing members of the public with basic information regarding train tickets.

Indicative Tasks:

- Monitor and assist public with access to and from stations and use of facilities- (fare gates, control booths).
- Report damage, vandalism, graffiti, misuse or malfunctions relating station facilities and equipment.
- Submit reports on urgent cleaning, maintenance or repair requirements.
- Ensure railway platforms & facilities are clean, well-presented & secure.
- Use relevant equipment and machinery on platforms as required to control access to exit/entry points.
- Maintain a physical presence and point of assistance for members of the public seeking access to stations, platforms and facilities, eg viewing tickets at station exit and entry points on platforms.
- Assist members of the public with basic ticket enquiries, directions or information to the extent of skills and training required at this level.
- Call for security staff or other personnel as required to deal with non-routine issues eg fare evasion, first aid emergencies, vandalism etc.

- Maintain surveillance of railway property and equipment, and report any unusual activities to security personnel.
- Undergo related enterprise specific training at this level.

Qualifications:

AQF level 3 or equivalent
Track Access
First Aid
C Class Driver's Licence

REA LEVEL FIVE

CUSTOMER SERVICE ASSISTANT L5

Key Responsibilities:

To provide quality service to passengers by ensuring a high standard of presentation of facilities at stations; offering a wide range of assistance to passengers; assisting in the provision of a pleasant and secure environment for travel.

Indicative Tasks:

- Carry out frequent inspections of all stations in the group with respect to cleanliness; equipment serviceability; condition of buildings, fixtures and platform surfaces and as appropriate the cleanliness and condition of pedestrian mazes/ footpaths, footbridges, subways, car parks and bus interchange facilities.
- Report maintenance or work required to relevant personnel.
- Post/remove notices as required.
- Lock/unlock passenger facilities as necessary.
- Provide physical assistance and/or advice to passengers.
- Assist passengers with ticketing problems as required.
- Provide travel information to passengers.
- Observe passenger behaviour and take appropriate action including actions in relation to fare evasion and revenue protection.
- Monitor bus/train integration at interchanges, stations, reporting problems/actions taken.
- Supervise group travel passengers.
- Assist passengers entraining and detraining.
- Observe passenger behaviour and take appropriate actions required to maintain safety and security at stations and in adjoining areas.
- Assist in maintaining tidy condition of railcars on traffic – remove litter as far as practicable and notify driver of any other servicing requirements.
- In emergency, co-operate with driver and emergency personnel as required.
- Carry out safeworking and/or other duties for which qualified.
- Carry out cannabis counts.
- Perform random surveillance of railway property and report any unusual activities.
- By manner and personal presentation promote high quality service to passengers.
- Drive motor vehicles as required.
- Undergo training as required.

Qualifications:

AQF level 3 or equivalent
Plus 1-2 units of competency at AQF Level 4 or agreed equivalent knowledge
Track Access and Safe working qualifications
C Class Driver's Licence

TRANSIT GUARD L5

Key Responsibilities:

To provide quality service and security for travelling public at stations and on trains; offering assistance to passengers and staff to ensure provision of a pleasant and secure environment for the travelling public; provide security function, physical assistance and/or customer service advice to passengers

Indicative Tasks:

- Inspect passengers' tickets and issue infringements for fare evasion.
- Provide customer service, information and assistance to passengers, including ticket advice.
- By manner and personal presentation promote the concept of high quality service to passengers.
- Carry out safeworking and/or other duties for which qualified when requested to do so.
- Undertake surveillance of railway property and report any unusual activities.
- Circulate on trains and stations as directed to ensure safe, secure environment for Passengers.
- Patrol and inspect stations and railcars to monitor and report on cleanliness; equipment serviceability; condition of buildings, fixtures and platform surfaces and as appropriate the cleanliness and condition of pedestrian mazes/footpaths, footbridges, subways, car parks and bus interchange facilities.
- Report damage, maintenance or work required to relevant personnel.
- Lock/unlock passenger facilities as necessary.
- Observe passenger behaviour and take appropriate action as required under PTA policy and regulations to protect revenue, safety and security.
- Collect evidence, file reports and process associated documentation.
- Monitor passenger bus/train integration at interchange stations and advise of any problems and/or action taken.
- Drive motor vehicles as required.
- Undergo training as required.

Qualifications:

AQF level 3 or equivalent
Additional 1 or 2 units at AQF Level 4 or equivalent
Track Access
C Class Driver's Licence

REA LEVEL SIX

CONTROL MONITORING ROOM (CMR) OPERATOR L6

Key Responsibilities:

To ensure customer service and surveillance at the standard necessary to meet Public Transport Authority's passenger requirements.

Training, advice & assistance in CCTV/CMR equipment in accordance with PTA policies and procedures.

Indicative Tasks:

An employee at this level may be required to perform all or some of the following tasks: -

- Provide assistance and information to passengers and staff on railway property.
- Use CMR equipment, including CCTV cameras, to observe, obtain and deliver information in relation to PTA security or revenue functions.
- Perform monitoring and surveillance tasks to help ensure rail and train facilities are operational and meet safety requirements.
- Regularly check and report on CCTV and other equipment and amenities on railway property, including working order of cameras at stations, and perform necessary follow up tasks.

- Monitor public and security staff on railway property to ensure public and rail safety, in accordance with PTA regulations and procedures.
- Interact with staff and members of the public, as required.
- Assist in implementing security and emergency procedures as part of CMR team, under leadership of Shift Commander.
- Can be called upon to relieve in other CMR positions as required
- Prepare and deliver training and workplace assessment in relation to CMR equipment and procedures.
- Undertake administrative tasks including documentation and reports.
- Dealing with customer complaints and problems.
- Undergo training as required at AQF 4 or equivalent.

Qualifications:

AQF level 3 certificate qualifications in Asset Security
 Additional minimum of 70% of competencies towards relevant AQF level 4 certification
 Probity requirements/clearances specific to CCTV operations
 Track Access to the extent required in this position
 CCTV Camera/CMR Security Training Course

REA LEVEL SEVEN

TEAM LEADERS (TRANSIT GUARD UNIT) L7

Key Responsibilities:

Provides leadership, advice, guidance and assistance to transit guards undertaking security safe-work and customer service functions on trains and at stations, working as part of a team and under limited supervision; required to maintain special constable status; and attend to more serious offences and incidents to guide delivery and response from transit guards and assist in maintaining appropriate levels of safety and security at operational level.

Indicative Tasks:

- Guides and assists individuals or small groups of transit guards in performing security, revenue protection and customer service tasks.
- Responsible for providing on site guidance, advice and back-up to transit guards on each shift.
- Provides mobile response service and exercises judgement in more complex incidents and responses.
- Attends and provides directions and advice in relation to an appropriate security response in cases of more serious offences including those involving detention and/or arrests.
- Undertakes tasks necessary for prosecutions for fare evasion, including preparing briefs and collecting evidence.
- Assists, communicates and interacts with passengers to maintain customer well being, safety and security.
- Provides information to staff and passengers as required.
- Provides detailed verbal and written reports.
- Day-to-day role in mentoring and supervision of transit guards and other traffic wages employees, including field training for transit guards, monitoring of performance on trains and at stations and identifying further training needs.
- Prepare and deliver training and workplace assessments, as required, under guidance of RTO.
- Exercises discretion in performing the Team Leader role, consistent with the skills and training required at this level, including planning and implementing patrol schedules within the parameters of set rosters and operating procedures and developing pre-emptive strategies for preventing security incidents and fare evasion.
- Responsible for implementing emergency procedures and safe working; including emergency First Aid as required.
- Liaises with other PTA staff, including Train Control, during incidents and emergencies individuals or groups.

- Undergo further training as required.

Qualifications:

Completed AQF level 4 certificate or equivalent

Plus additional relevant competencies at higher level eg administration/ management units, or AQF level 5, as required

Demonstrated proficiency in customer service and security service delivery

Track Access & First Aid

C Class Driver's Licence

4.11.1 (b) Other Than Traffic – Network and Infrastructure

REA LEVEL ONE

MAINTAINER L1 SYSTEMS: COMMUNICATIONS, SIGNALS & OVERHEAD

Key Responsibilities:

Undertakes routine manual duties including cleaning, under direct supervision, usually in a team.

Indicative Tasks:

- Performs general non-trade tasks as appropriate in relevant branches.
- Perform routine maintenance and basic fault finding on vehicles and mechanical plant.
- Operates relevant hand tools, equipment & machinery associated with work area.
- Drives light vehicles.
- Exercises safety within the workplace.
- Performs measuring, lifting, loading, cleaning and manual handling.
- Undertakes pick up and deliveries.
- General assistance to crane drivers, tradespersons, maintainers and other staff on worksite, within the limits of training and competency.
- Undertake training at AQF Level 1 or equivalent, and for Track Access.

Qualifications:

Track Access (various levels)

C Class Driver's licence

MAINTAINER L1 CIVIL: PERWAY, LANDSCAPE, RESERVE, TRACK

Key Responsibilities:

Undertakes routine manual duties on and around the railway reserve, including gardening, basic maintenance, cleaning up, working under direct supervision, usually in a team.

Indicative Tasks:

- Performs general non-trade tasks as appropriate.
- Collection of general rubbish, leaves, debris, in car park areas, pedestrian maze ways, rail reserve along fence line, and perway but not within 3 meters of the overhead traction line or running line.
- Basic customer service tasks eg providing directions to passengers, directing passengers to avoid work site areas on and around stations.
- Perform basic maintenance, cleaning up and gardening tasks, including rubbish removal.
- Manual and machine-assisted cleaning/maintenance tasks including lifting, loading, digging.
- Uses light hand tools.
- Drives light vehicles.

- Maintain records as necessary.
- Exercises safety within the workplace.
- May be required to Undertakes pick up and deliveries.
- Undertake training at AQF Level 1 or equivalent.

Qualifications:

Track Access
C Class Driver's licence

REA LEVEL TWO

MAINTAINER L2 SYSTEMS: COMMUNICATIONS, SIGNALS & OVERHEAD

Key Responsibilities:

Utilises manual and mechanical aids, provides assistance and exercises basic skills on a wide range of non-trade tasks under direct supervision individually or in team to the level of training.

Carries out minor maintenance tasks and assist with maintenance of machinery, plant, systems and equipment (overhead, signals, communications areas).

Indicative Tasks:

- Performs general non-trade tasks as appropriate in relevant branches.
- Operates relevant hand tools, equipment & machinery associated with work area.
- Performs specific manual or machine assisted cleaning, lifting, loading and unloading tasks.
- Recognises basic quality standards/faults.
- Digs trenches, lays cables.
- Performs manual or machine assisted tasks incidental to maintenance role.
- Maintains necessary records.
- Exercises safety within the workplace.
- Drives light vehicles.
- Assist staff in servicing, maintenance, and repair of vehicles.
- Perform specific cleaning tasks using manual or mechanized means.
- Perform routine maintenance tasks on plant and equipment.
- Keyboard operation.
- Training at AQF Level 2 or equivalent.

Qualifications:

AQF level 1 or equivalent
Track Access
C Class Driver's Licence

MAINTAINER L2 CIVIL: RESERVE, LANDSCAPE, TRACK

Key Responsibilities:

Undertakes routine manual duties on and around the railway reserve, including gardening, basic maintenance, cleaning up, working under direct supervision, usually in a team.

Performs miscellaneous tasks of a non trade nature around stations, yards, passenger areas and depots; may work at more than one location during a shift.

Indicative Tasks:

- Performs general non-trade tasks as appropriate.

- Collection and removal of general rubbish, leaves, debris, in car park areas, pedestrian maze ways, rail reserve along fence line, and perway but not within 3 meters of the overhead traction line or running line.
- Basic customer service tasks such as providing directions to passengers, directing passengers to avoid work site areas on and around stations.
- Perform general maintenance, cleaning up and gardening tasks, including rubbish removal.
- Manual and machine-assisted cleaning/maintenance tasks including lifting, loading, digging.
- Uses hand tools, machinery and equipment incidental to task.
- Drives light vehicles.
- Maintain records as necessary.
- Exercises safety within the workplace.
- May be required to undertake pick up and deliveries.
- Undertake training at AQF Level 2 or equivalent.

Qualifications:

AQF level 1 or equivalent

Track Access

C Class Driver's Licence

REA LEVEL THREE

MAINTAINER L3 SYSTEMS: SIGNALS, OVERHEAD & COMMUNICATIONS

Key Responsibilities:

Utilises manual and mechanical aids, motor trucks, mechanical plant and mobile and fixed overhead cranes; provides assistance and exercises basic mechanical and related skills on a wide range of non-trade tasks under direct supervision either individually or in a team to the level of training.

Indicative Tasks:

- Perform general non-trade and trade support /assistance tasks (exercising basic work skills) under direct supervision either individually or assisting more senior staff, or in a team to the level of training.
- Performs routine maintenance, running repairs and basic fault finding to vehicles, mechanical plant, mobile cranes and other equipment as appropriate.
- Climb and work on communication and power poles and signal masts; work in confined spaces; traverse perway and various railway reserve terrain in performance of duties.
- Dig trenches and lays cables; erect and position C & C systems structures and mechanical equipment along the railway.
- Operates relevant hand & power tools, equipment and machinery associated with work area including base radio; performs specific manual or machine assisted cleaning tasks.
- Recognises basic quality standards/faults.
- Provides and maintains records and documentation incidental to role.
- Exercises safety within the workplace.
- Exercises and implements safety procedures.
- Performs light vehicle and motor truck driving duties as required.
- Licensed, Certified and Qualified operation of fixed and mobile plant, motor trucks and cranes as appropriate.
- Operates motor trucks and attachments, and other mechanical plant and equipment as required.
- Assists in general office administration tasks; keyboard operation.
- Undertake training at AQF Level 3 or equivalent enterprise specific skills /knowledge.

Qualifications:

AQF level 2 or equivalent

Track Access & First Aid

Vehicle/ equipment operator & C Class Driver's Certificates and Licences

MAINTAINER L3 CIVIL: RESERVE, TRACK & LANDSCAPE

Key Responsibilities:

Undertakes routine cleaning and maintenance tasks on and around the railway reserve, including gardening, basic maintenance, cleaning up sites, working under direct supervision, usually in a team; may work at various locations during one shift.

Indicative Tasks:

- Performs general non-trade tasks as appropriate for maintenance of rail reserve, track and landscape and associated areas.
- Collection of general rubbish, leaves, debris, in car park areas, pedestrian maze ways, rail reserve along fence line, and perway but not within 3 meters of the overhead traction line or running line.
- Basic customer service tasks eg providing directions to passengers, directing passengers to avoid work site areas on and around stations.
- Perform basic maintenance, cleaning up and gardening tasks, including rubbish removal.
- Manual and machine-assisted cleaning/maintenance tasks including lifting, loading, digging.
- Uses tools, plant, machinery and equipment as required for maintenance.
- Drives light vehicles and motor trucks; operates licensed and certificated fixed and mobile mechanical plant and equipment if required.
- Maintain records as necessary.
- Exercises safety within the workplace.
- May be required to undertake pick up and deliveries.
- Undertake training at AQF Level 3 or equivalent, and for Track Access.

Qualifications:

Track Access
AQF Level 2 or equivalent
Vehicle/operator licences as required

REA LEVEL THREE(A)

MAINTAINER L3A (SIGNALS)

Key Responsibilities:

Required to work or assist signals maintenance work groups or tradespersons to carry out effective and efficient basic service restoration and maintenance tasks on power/mechanical signalling, level crossing protection equipment and overhead communication /power lines.

Indicative Tasks:

- Perform basic maintenance functions and a wide range of non-trade tasks (exercising basic work skills) either individually or assisting more senior staff, or in a team to the level of training.
- Perform routine maintenance and basic fault finding on electrical signalling within level of training, competence and licensing requirements.
- Climb and work up communication and power poles and signal masts; work in confined spaces; digs trenches and lays cables.
- Traverse Perway and various railway reserve terrain in performance of duties.
- Erect and position signals structures and mechanical equipment along the railway.
- Operate motor trucks and attachments, mechanical plant and equipment, and drive light vehicles.
- Perform routine maintenance and safe running repairs to vehicle and plant.
- Utilise range of tools, equipment and machinery associated with work area.
- Perform specific manual or machine assisted cleaning and maintenance tasks.

- Maintain documentation and records.
- Undertake training at AQF Level 3 or equivalent.

Qualifications:

Part completion of AQF level 3 or equivalent
 Stipulated enterprise specific signals skills & knowledge.
 Vehicle/operator licences as required
 Track Access

REA LEVEL FOUR

MAINTAINER L 4 SYSTEMS: SIGNALS, COMMUNICATIONS, OVERHEAD

Key Responsibilities:

Utilises manual and mechanical aids, vehicles and plant as appropriate on a wide range of tasks and coordinates the allocation and maintenance of those items as necessary; responsible for team or small groups when required; assists with both coordination of work and with provision of on the job training of staff, exercises discretion and works in a team or individually under minimal supervision.

Indicative Tasks:

- Performs general non trade tasks and basic trade tasks, for purposes of maintenance, running repairs and fault finding to limit of training required for this level.
- Plans, organizes, leads and performs tasks in team.
- Maintains documentation and records including performing necessary administrative tasks.
- Performs manual tasks and operates/adjusts machinery and equipment to perform a range of maintenance/repair tasks including welding & lifting, setting up and dismantling of scaffolding.
- Undertakes running repairs on a range of machines/work stations including cleaning and preventative maintenance.
- Operates as required and performs or co-ordinates the necessary maintenance to relevant tools, equipment, plant and machinery, including driving vehicles or trucks where necessary.
- Understands and applies quality control techniques.
- Detects faults and where appropriate arrange rectification.
- Performs the necessary administrative duties.
- Supervises, controls and co-ordinates group or individuals activities.
- Provides on-the-job training.
- Exercises and implements safety procedures and requirements.
- Utilises computers, radio, communications equipment and associated technology to extent of training at this level.
- Undertake general office administration duties at a higher level than L3, including inventory and stock control.
- Provides on the job supervision and training.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

AQF level 3 or equivalent
 Track Access
 Vehicle and operators' licences as required

MAINTAINER L4 CIVIL: RESERVE, TRACK, LANDSCAPE

Key Responsibilities:

Utilises manual and mechanical aids, vehicles, plant, equipment and machinery as appropriate on a wide range of maintenance tasks and co-ordinates the allocation and maintenance of those items as necessary.

Responsible for a team or small groups when required, assists with both the co-ordination of work and with the provision of on-the-job training of staff, exercises discretion and works in a team or individually under minimal supervision.

Indicative Tasks:

- Performs basic mechanical and general non-trade tasks appropriate to workplace at various locations.
- Performs range of maintenance tasks and operates/adjusts tools, plant, machinery and equipment to perform maintenance/repair duties including welding & lifting, setting up and dismantling of scaffolding.
- Undertakes running repairs on a range of machines/work stations including cleaning and preventative maintenance.
- Operates plant and machinery as required and performs or co-ordinates the necessary maintenance to relevant hand, power and pneumatic tools, equipment and machinery.
- Understands and applies quality control and rail safety procedures.
- Detects faults and where appropriate arrange rectification.
- Performs the necessary administrative duties.
- Supervises, controls and co-ordinates group or individuals activities.
- Provides on-the-job training and supervision.
- Exercises and implements safety procedures and requirements.
- Operate all mobile plant and machinery including motor trucks and vehicles.
- Utilises computers and communication equipment, and associated technology eg keyboard and software.
- Undertake general office administration duties at a higher level than L3.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

AQF level 3 or equivalent
Track Access
Vehicle and operator licences as required

PERWAY PATROLLER L4: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Examine, protect, repair, maintain and report on the safe and proper condition of the perway, railway reserve and infrastructure to level of skills and training at this level; exercises discretion; safeworking responsibilities.

Indicative Tasks:

- Inspect railway reserve, perway and identify evidence of irregularities, safety and operational difficulties/variations; arrange corrective action as and when required
- Protect, carry out maintenance, and arrange for repairs to perway assets and rail reserve/infrastructure.
- Operate on track equipment and plant; including rail inspection vehicles.
- Use associated tools, machinery and equipment incidental to main functions.
- Monitor, review /report tasks in relation to work undertaken by contractors on perway.
- Utilise computers and associated technology required in this role, which may include data loggers and standard computer programs.
- Participate in training/safety planning and program maintenance activities.
- Liaise with relevant PTA and other staff in relation to work outcomes.
- Commence training at AQF Level 4 or equivalent.

Qualifications:

AQF level 3 or equivalent
Track Access

Vehicle and operator licences as stipulated

MECHANICAL TRADESPERSON/FITTER L4: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises trade skills and knowledge under minimal supervision either individually or in a team environment.

Develops independent judgement and exercises a wider range of skills than at L4 trades level, relevant to the special requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, plant, vehicles, machinery components or instruments including any associated systems.
- Understands and exercises safety.
- Works from drawings prints or plans.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines, including hand tools and precision instruments.
- Material/tooling/component identification, selection, application and installation.
- Writes NC (Numerical Control) programmes.
- Performs marking out tasks.
- Undertakes welding, cutting and heat treatment.
- Understands quality assurance and applies quality control techniques.
- Undertakes tasks incidental or peripheral to the performance of the main task or function.
- Provides guidance and assistance to other non-trades staff.
- Uses computer keyboard and software.
- Provides verbal and written reports.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

Mechanical Trades Certificate

Track Access

Vehicle and operator licences as required

ELECTRICAL TRADESPERSON/FITTER L4: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises trade skills and knowledge under minimal supervision either individually or in a team environment.

Develops independent judgement and exercises a wide range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies commissions and fault finds on equipment, plant, vehicles, machinery, components or instruments.
- Understands and exercises safety.
- Works from drawings, prints or plans.
- Applies calculations where necessary.
- Utilises fixed, portable and hand machines, tools & instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.

- Understands quality assurance and applies quality control techniques.
- Wide range of tasks incidental/peripheral to main task or function.
- Provides guidance and assistance to other staff.
- Uses computer keyboards; provides verbal and written reports.
- Undergo training including at AQF Level 4 or equivalent.

Qualifications:

Electrical Trades Certificate
Track Access
Vehicle and operator licences as required

REA LEVEL FIVE

SENIOR MAINTAINER L5 SYSTEMS: SIGNALS, OVERHEAD, COMMUNICATION

Key Responsibilities:

Operation, supervision, control and coordination as appropriate, of work groups or other functions; performs and supervises maintenance work in Signals, Overhead Catenary or Communications areas.

Exercises discretion on a wide range of non-trade tasks or some basic trade tasks, under general supervision either individually or in a team to the level of training.

Indicative Tasks:

- Supervises and guides individuals or groups, including on the job training on site, and supervises other activities as required.
- Performs, assists and supervises maintenance tasks as required.
- Performs basic trade and non trade tasks as appropriate for role.
- Operates, controls and performs routine maintenance to complex specialised machinery.
- Understands and implements quality control techniques.
- Detects faults and where appropriate arranges rectification.
- Provides on-the-job training.
- Performs necessary administrative tasks.
- Exercises and implements safety procedures and requirements.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

AQF level 3 or trade certificate, or equivalent
Plus 1 – 2 units at AQF 4 or equivalent
Track Access
Vehicle and operator licences as required

SENIOR MAINTAINER L5 CIVIL: TRACK, RESERVE, PERWAY, AND LANDSCAPE

Key Responsibilities:

Work on per-way, railway reserve and related areas on rail reserve.

Inspections, supervision of reserve maintainers, operate related equipment and machinery, co-ordination, as appropriate, of work groups.

Exercises discretion on a wide range of non-trade tasks, or some basic trade tasks, under general supervision either individually or in a team to the level of training.

Indicative Tasks:

- Supervises individuals or groups on site; provides on the job training; or exercises additional skills and responsibilities for maintenance of perway (specialist role).
- Utilises such tools, equipment and machinery, and operates or supervises operation of equipment, plant and machinery as required.
- Performs, guides, assists and supervises maintenance tasks as required.
- Performs basic trade and non trade tasks as appropriate for role.
- Operates, controls and performs routine maintenance to complex specialised machinery.
- Understands and implements quality control techniques.
- Detects faults and where appropriate arranges rectification.
- Provides on-the-job training and workplace assessments.
- Performs necessary administrative tasks at this level.
- Exercises and implements safety procedures and requirements.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

AQF level 3 or trade certificate, or equivalent

Plus 1-2 units at AQF 4 or equivalent

Track Access & First Aid

Vehicle and operator licences as required

MECHANICAL FITTER/TRADESPERSON L5: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises improved trade skills and knowledge under limited supervision either individually or in a team environment.

Develops independent judgement and exercises a wider range of skills relevant to the specific requirements of the organisation.

Maintains infrastructure by providing support for technicians and technical officers.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions & fault finds on equipment, plant, vehicles, machinery, components or instruments including any associated systems.
- Understands and exercises safety.
- Works from drawings, prints or plans.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines, hand tools and instruments.
- Material/tooling/component, identification, selection, application and installation.
- Writes, finds and edits faults on NC programmes.
- Performs marking out tasks.
- Undertakes welding, cutting and heat treatment.
- Undertakes a wider range of tasks incidental or peripheral to the performance of the main task or function.
- Provides guidance and assistance to other staff.
- Uses computer keyboards.
- Provides verbal and written reports.

Qualifications:

Trade Certificate - (AQF 3-equivalent)

Additional 1 or 2 units at AQF 4 or equivalent

Track Access

Vehicle and operator licences as required

ELECTRICAL FITTER/TRADESPERSON L5: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises improved trade skills and knowledge of the stream under limited supervision either individually or in a team environment.

Develops independent judgement and exercises a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies commissions and fault finds on equipment, plant, vehicles, machinery, components or instruments.
- Understands and exercises safety.
- Works from drawings, prints or plans.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines, tools instruments.
- Material/component identification, selection, application & installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.
- Understands quality assurance and applies quality control techniques.
- Undertakes a wider range of tasks incidental or peripheral to the performance of the main task or function.
- Provides guidance and assistance to other staff.
- Uses computers and associated technology eg keyboards.
- Provides verbal and written reports.
- Undertake training at AQF Level 4 or equivalent.

Qualifications:

Trades certificate & post-trade competencies eg 1 or 2 units at AQF 4, or equivalent

Track Access

Vehicle and operator licences as required

REA LEVEL SIX

ADVANCED MAINTAINER L6 SYSTEMS: SIGNALS, OVERHEAD & COMMUNICATIONS

Key Responsibilities:

Planning, direction, supervision, control and co-ordination, as appropriate of more than one work group or function above the requirements at REA L5 classifications; and exercises discretion in a wide range of non-trade tasks or basic trade tasks, under general supervision, either individually or in a team as consistent with this role.

Indicative Tasks:

- Supervises individuals or groups and supervises other activities required.
- Ensures maintenance work complies with operating and rail safety rules.
- Performs trade and non trade tasks as appropriate for role at this level.
- Undertakes maintenance, inspection, construction and repair tasks within the limits of skills and training.
- Operates full range of on track equipment, plant, tools and machinery needed to perform more complex maintenance tasks in signals, overhead or communications.
- Plans, directs and co-ordinates complex specialised machinery.
- Understands and implements safety and quality control techniques.
- Detects faults and where appropriate arranges rectification.
- Prepares and delivers on-the-job training and workplace assessment.

- Performs necessary administrative tasks including documentation, maintaining records, performance management, inventory & stores duties, and other administrative and supervisory tasks as required for the allocated maintenance area.
- Responsibility for groups or activities the classification criterion for which is specifically nominated at this level.
- Undertake training for completion of AQF 4 certificate.

Qualifications:

Minimum of 70% or more towards AQF 4 certificate including training/workplace assessment competencies

Enterprise specific skills and specialized knowledge to the required level in specified area of maintenance (signals, overhead catenary or communications)

Track Access & First Aid

Vehicle and operator licences as required

PERWAY PATROLLER L6: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Planning, direction, supervision, control and co-ordination, as appropriate of work groups or other functions above the classification criteria for Level 5 and exercises discretion in a wide range of non-trade tasks, or some basic trade tasks, under general supervision either individually or in a team to the level of training.

Plans, coordinates, directs, examines, protects, repairs, maintains and reports on the safe and proper condition of the permanent way, railway reserve and infrastructure.

Indicative Tasks:

- Supervises individuals or groups.
- Supervises other activities as required.
- Performs basic trade tasks as appropriate.
- Undertakes inspection and organizes repairs to railway infrastructure, including signalling equipment, perway, or overhead catenary.
- Operates on a wide range of on track equipment, plant, tools and machinery as needed to perform maintenance functions.
- Plans, directs and co-ordinates use of complex specialised machinery.
- Understands and implements quality control techniques.
- Detects faults and where appropriate arranges rectification.
- Participates in Safety planning tasks.
- Provides on-the-job training and performs necessary administrative tasks.
- Report writing and documentation.
- Liaison and communication with relevant personnel as required for rail and perway maintenance and safety.
- Exercises and implements safety procedures and requirements.
- Responsibility for groups or activities the classification criterion for which is specifically nominated at this level.
- Undertake training for completion of AQF level 4 competencies.

Qualifications:

Minimum of 70 % or more competencies towards AQF 4 certificate, or equivalent, including training & workplace assessment competencies

Enterprise specific knowledge and skills required

Safeworking knowledge, Track Access & First Aid

Vehicle and operator licences as required

SIGNAL FITTER/SENIOR MECHANICAL TRADESPERSON L6: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises advanced trade skills and knowledge under limited supervision either individually or in a team environment.

Exercises independent judgement and a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault find/diagnosis on equipment, plant, vehicles, machinery, components or instruments which may utilise circuitry or control systems.
- Understands and exercises safety.
- Works from drawings, prints or plans and develops drawings as required. Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/tooling/component, identification, selection, application and installation.
- Writes programmes, set up prove, edit and verify first-off samples for a range of NC/CNC machines and control units. Performs operations on CAD/CAM terminals for NC programming.
- Performs marking out tasks.
- Undertakes welding, cutting and heat treatment.
- Applies quality control and exercises quality assurance techniques.
- Undertakes a wider range of tasks incidental or peripheral to the performance of the main task or function.
- Provides guidance and assistance to other staff.
- Uses computer keyboards.
- Provides verbal and written reports.
- Undertake training for completion of AQF 4 qualifications.

Qualifications:

AQF 3 in relevant competencies (trade certificate) & further qualifications ie completion of 70% or more units required for AQF 4 or equivalent (post trade certificate in relevant field)

Track Access & First Aid

Vehicle and operator licences as required

ELECTRICAL TECHNICIAN L6: NETWORK & INFRASTRUCTURE

An Electrical Technician Level 6 means an employee who has the equivalent level of training and/or experience to a Tradesperson Level 5 and is engaged in detail drafting or planning or technical work which requires the exercise of judgement and skill in excess of that required of an employee at Level 5 under the supervision of technical staff.

Key Responsibilities:

Responsible for monitoring, maintenance and minor repairs of electrical installations and advises of faults or safety hazards.

Exercises specialized technical skills and knowledge under limited supervision either individually or in a team environment.

Exercises independent judgement and a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Maintenance of electrical installations.

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, plant, vehicles, machinery, components or instruments.
- Understands and exercises safety.
- Works from drawings prints or plans and develops drawings as required. Applies calculations where necessary.
- Documents and plans maintenance work, provides reports.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments, including specialized equipment and machinery incidental to role.
- Material/tooling/component, identification, selection, application and installation.
- Write and uses computer programs and associated technology at this level of training and skill, works on range of machines and control units.
- Undertakes range of trade-related tasks to level of training.
- Undertakes small installation works.
- Prepares and plans electrical works.
- Applies quality control and exercises quality assurance techniques.
- Undertakes a wider range of tasks incidental or peripheral to the performance of the main task or function.
- Provides guidance and assistance to other staff including subcontractors carrying out electrical repairs/installation.
- Uses computer keyboards.
- Provides verbal and written reports including maintenance/ installation documentation.
- Undertake training for completion of AQF 4 qualifications.

Qualifications:

Electrical Trades certificate or equivalent certification for technician at AQF level 3

70% or more of units for Diploma at AQF 4 (post trade certificate)

Track Access

Vehicle and operator licences as required

ELECTRICAL FITTER/SENIOR TRADESPERSON L6: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises advanced trade skills and knowledge under limited supervision either individually or in a team environment.

Exercises independent judgement and exercises a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, plant, vehicles, machinery, components or instruments.
- Understands and exercises safety.
- Works from drawings, prints or plans and develops drawings as required. Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.
- Applies quality control and exercises quality assurance techniques.
- Undertakes a wider range of tasks which are incidental or peripheral to the performance of the main task or function.
- Provides guidance, assistance and training to other staff.
- Uses computer keyboards and undertakes basic computer programming.

- Performs work of a general nature on radio, communication and electronic equipment.
- Provides verbal and written reports.
- Undertake training for completion of AQF 4 competencies

Qualifications:

Electrical trades certificate & minimum 70% or more of units towards AQF 4 or equivalent post trade certificate

Track Access

Vehicle and operator licences as required

REA LEVEL SEVEN - (Post-Trade Qualifications, Senior Supervisory Roles)

PERWAY PATROLLER L7: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Provides leadership, advice, guidance and assistance to perway maintenance staff, working as part of a team and under limited supervision; required to inspect, protect, maintain and report on the safe and proper condition of the perway, railway reserve and railway infrastructure; required to attend to non-routine matters and recommend appropriate actions and liaise with authorities and staff as appropriate to maintain necessary safety of passengers and staff on and about railway.

Indicative Tasks:

- Guide, supervises and assists individuals and small groups performing perway maintenance and repairs; checks work complies with rail safety and quality standards.
- Responsible for inspecting, protecting, maintaining, repairing and reporting evidence of variations from safety and operational limits.
- Undertakes tasks necessary for reserve maintenance, including detailed reports or more complex inspection/repair tasks.
- Provides written documentation, reports and information to PTA, authorities and staff on perway and other matters, as required.
- On the job supervision of perway staff including on the job training, performance review and identifying training needs.
- Exercises discretion in performing role, including planning and implementing maintenance and repair schedules and developing pre-emptive strategies for preventing difficulties or incidents on the track or perway.
- Responsible for implementing emergency procedures.
- Safe-working role and provide first aid if required.
- Liaises with other PTA staff, including Train Control, during incidents and emergencies.
- Supervision of individuals or small groups.
- An employee at this level may be required to undertake on the job training, workplace assessment and supervision.
- Undertake relevant training.

Qualifications:

Completed AQF 4 Certificate or equivalent

Additional enterprise specific skills/understanding eg rail reserve, safeworking, including at least one higher unit of competency in administration/management

Track Access

Vehicle and operator licences as required

SUPERVISORY/SPECIALISED ELECTRICAL TRADES L7: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises specialised trade skills and knowledge under minimal supervision either individually or in a team environment.

Exercises a high level of judgement and a wider range of skills relevant to the specific requirements of the organisation.

Supervises, inspects and reports on work done by tradespersons/contractors.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, plant, vehicles, machinery, components or instruments which utilise circuitry or control systems.
- Understands and exercises safety.
- Works from drawings, prints or plans and develops drawings and undertakes basic design as required. Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.
- Applies quality control and quality assurance techniques.
- Undertakes a wider range of advanced tasks incidental or peripheral to the performance of the main tasks or function.
- Provides training, assessment, guidance and assistance to other staff.
- Uses computer and undertakes computer programming.
- Performs work on radio, communication and electronic systems and equipment.
- Provides verbal and written reports of a technical nature.
- Undertake training including training at AQF 5 level.

Qualifications:

Electrical Trades Certificate – Licensed Fitter/Mechanic & AQF 4 (post trades certificate) or equivalent
Vehicle and operator licences as required

Track Access

Additional enterprise specific knowledge including at least one higher unit of competency unit at administration/management or AQF 5 level

SUPERVISORY/SPECIALISED MECHANICAL TRADES L7: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises specialised trade skills and knowledge of the stream under minimal supervision either individually or in a team environment.

Exercises a high level of judgement and a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault find/diagnosis on equipment, plant, vehicles, machinery, components or instruments which utilise complex circuitry or control systems.
- Understands and exercises safety.
- Works from drawings prints or plans and develops drawings and undertakes basic design as required. Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/tooling/component, identification, selection, application and installation.
- Writes NC/CNC programmes for a range of NC/CNC machines and control units.

- Applies Computer Numerical Control techniques in machining.
- Applies quality control and quality assurance techniques.
- Undertakes wider range of tasks incidental or peripheral to performance of main task/ function.
- Advises in development of training and provides guidance and assistance to other staff.
- Uses computer keyboards and undertakes computer programming.
- Provides verbal and written reports of a technical nature.
- Undertake training at AQF 5.

Qualifications:

Vehicle and operator licences as required

Track Access

AQF 4 certificate or equivalent

PLUS additional enterprise specific knowledge including at least one unit at administration/management or AQF 5 level

ENGINEERING TECHNICIAN L7: NETWORK & INFRASTRUCTURE

Engineering Technician Level 7 means an employee who has the equivalent level of training and/or experience to a -Tradesperson Level 6 but is engaged in one of the following areas:

- Detail drafting or planning or technical duties requiring judgement and skill in excess of that required of a technician at Level 6 under the supervision of Technical Staff; or
- Possesses a level of training and/or experience at Level 6 and exercises cross skilling in technical fields as defined.

Qualifications:

Relevant trade/technician certificate and licence

Relevant post trade/higher technician qualifications AQF 4 certificate or equivalent

PLUS At least one unit of competency at administration/management or AQF 5 level

Additional enterprise specific knowledge/understanding

Vehicle and operator licences as required

Track Access

SIGNALS TECHNICIAN L7: NETWORK & INFRASTRUCTURE

Signals Technician Level 7 means an employee who has equivalent level of training and/or experience to a - Special Class Level 6 but is engaged in one of the following areas:

- Detail drafting or planning or technical duties requiring judgement and skill in excess of that required of a technician at Level 6 under the supervision of Technical Staff, or
- Possesses a level of training and/or experience at Level 6 and exercises cross skilling in technical fields as defined.

Key Responsibilities:

Exercises specialised trade skills and knowledge of the stream under minimal supervision either individually or in a team environment.

Exercises a high level of judgement and a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault find/diagnosis on equipment, plant, vehicles, machinery, components or instruments utilising complex circuitry or control systems.
- Understands and exercises safety.

- Works from drawings prints or plans and develops drawings and undertakes basic design as required.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines and specialised equipment.
- Utilises hand tools and precision instruments.
- Material/tooling/component, identification, selection, application & installation.
- Applies quality control and quality assurance techniques.
- Undertakes wide range of tasks including advanced specialized trade or technical tasks incidental or peripheral to the performance of main tasks or functions.
- Supervision, assessment, training and provides guidance and assistance to personnel as required at this level.
- Performs general work on signals, radio, communication and/or electrical and electronic systems and equipment, as required.
- Uses computer and associated technology, eg keyboards and undertakes computer programming.
- Provides verbal and written reports of a technical nature.
- Undertake training at AQF Level 5 or equivalent.

Qualifications:

AQF 4 certificate or equivalent PLUS at least one higher level unit at administration/management or AQF 5 level

Additional enterprise specific knowledge

Track Access and First Aid

Vehicle and operator licences as required

REA LEVEL EIGHT

SYSTEMS TECHNICIAN L8: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises specialised trade and technical skills and knowledge in signalling, or other electrical/electronic systems at a level higher than technicians Level 7 and working under minimal supervision with broad discretion within their work environment.

Exercises a high level of judgement and exercises a wider range of skills including administrative/management skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, machinery, plant, vehicles, instruments and components which utilise complex electrical, electronic, mechanical and fluid power principles and controlled by complex digital and/or analogue control systems using integrated circuitry.
- Understands and exercises safety.
- Works from drawings, prints or plans and develops drawings and undertakes basic design as required.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.
- Responsible for quality control and ensure adherence to quality assurance procedures and work organisation.
- Undertakes wider range of tasks incidental or peripheral to the performance of the main task or function.
- Provide trade/technical guidance and training to other staff.

- Uses computer and undertakes computer programming.
- Applies computer integrated manufacturing techniques.
- Plan maintenance programmes.
- Provides verbal and written reports of a technical nature.
- Performs work on signals, radio and/or communication systems complex specialized equipment.

Qualifications:

Relevant AQF 5 certificate competencies

Track Access & First Aid

ACA Open Cabler Registration

Vehicle and other licences as required

TECHNICIAN L8: DATA, RADIO, SECURITY, COMMUNICATION SYSTEMS:
NETWORK & INFRASTRUCTURE

An Engineering Technician Level 8 means an employee who has the equivalent level of training and/or experience to an Advanced Tradesperson - Level 8 but is engaged in one of the following areas to the extent of that training:

- Detail drafting involving originality of thought which requires the exercise of judgement and skill in excess of that required of a Technician at Level 7 under the supervision of Technical and/or professional Staff; or
- Is engaged in planning or technical duties requiring judgement and skill in excess of that required of a Technician at level 7 under the supervision of Technical and/or professional Staff; or
- Exercises a level of cross skilling in technical fields as defined.

Key Responsibilities:

Exercises specialised trade skills and knowledge of the stream under minimal supervision with broad discretion within their work environment. Exercises a high level of judgement and exercises a wider range of skills relevant to the specific requirements of the organisation.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, machinery, plant, vehicles, instruments and components which utilise complex electrical, electronic, mechanical and fluid power principles and controlled by complex digital and/or analogue control systems using integrated circuitry.
- Understands and exercises safety.
- Works from drawings, prints or plans and develops drawings and undertakes basic design as required.
- Applies calculations where necessary.
- Uses fixed, portable and hand machines.
- Utilises hand tools and precision instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks.
- Undertakes soldering and/or welding and cutting.
- Responsible for quality control and ensure adherence to quality assurance procedures and work organisation.
- Undertakes wider range of tasks incidental or peripheral to performance of main task/ function.
- Provide trade/technical guidance and training to other staff.
- Uses computer and undertakes computer programming.
- Applies computer integrated manufacturing techniques; develops computer programs to aid setting up, commissioning, maintenance and operation of equipment and systems computer operating and programming.
- Plan maintenance programmes. Provides verbal and written reports of a technical nature; prepare technical reports on specific tasks.

- Performs work on complex radio and communication systems and complex equipment.

Qualifications:

AQF 5 (Diploma) or equivalent
Track Access
Vehicle and other licences as required

REA LEVEL NINE

ELECTRICAL SYSTEMS TECHNICIAN/TRADES L9: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises advanced specialised trade/technician skills and knowledge.

Plans and organizes tasks and exercises a high level of judgement/broad discretion within the work environment and a wider range of technical skills relevant to the specific requirements of the organisation.

Exercises a level of cross skilling in technical fields as defined consistent with training and experience requirements at this grade.

In addition to responsibilities at L8, employees at L9 undertake drafting, planning or technical duties requiring exercising of judgement and skills in excess of that required at L8.

Indicative Tasks:

- Assembles, manufactures, installs, repairs, maintains, examines, inspects, tests, measures, modifies, commissions and fault finds on equipment, machinery, plant, vehicles, instruments and components utilising complex electrical, electronic, mechanical and fluid power principles & controlled by complex digital &/or analogue control systems using integrated circuitry.
- Understands and exercises safety.
- Works from drawings prints or plans and develops drawings and undertakes basic design as required. Applies calculations where necessary.
- Uses fixed, portable and hand machines, Utilises hand tools and precision instruments.
- Material/component identification, selection, application and installation.
- Performs marking out tasks; undertakes soldering and/or welding and cutting.
- Responsible for quality control and ensure adherence to quality assurance procedures and work organisation.
- Undertakes wider range of tasks incidental/peripheral to performance of main task or function.
- Provide trade/technical guidance and training to other staff.
- Develops computer programmes to aid setting up, commissioning, maintenance and operation of equipment and/or systems.
- Applies computer integrated manufacturing techniques involving computer operating and programming.
- Plan maintenance programmes and prepare technical reports on specific tasks.
- Performs work on complex radio and communication systems.
- Undertake training at AQF 6.

Qualifications:

AQF 5 (Diploma) or equivalent, PLUS at least one higher level unit at administration/management level or AQF 6 or equivalent
Additional enterprise specific knowledge/understanding
Track Access
Vehicle and other licences as required

SENIOR ENGINEERING TECHNICIAN L9: NETWORK & INFRASTRUCTURE

An Engineering Technician Level 9 has an equivalent level of training and/or experience to that of an Advanced Tradesperson Level 9 but is engaged on one of the following areas:

- Undertakes drafting or planning or technical duties which requires the exercise of judgement and skill in excess of that required at the Level 8; or
- Exercises a level of cross skilling in technical fields as defined, consistent with the training and experience at this grade.

Qualifications:

AQF 5 or equivalent PLUS at least one unit at AQF 6 or equivalent
Enterprise specific knowledge/understanding
Track Access

REA LEVEL TEN

INTEGRATED SYSTEMS TECHNICIAN L10: NETWORK & INFRASTRUCTURE

Key Responsibilities:

Exercises specialised advanced trade skills at the level attained by post trade qualifications or accreditations thereto, relevant to the specific requirements of the organisation.

Indicative Tasks:

- Exercises a high level of judgement whilst working on advanced equipment, machinery, plant, vehicles, instruments and components which utilise complex electrical, electronic, mechanical and fluid power principles & are controlled by complex digital and or analogue circuitry.
- Works independently and without supervision.
- Applies task organisational skills and broader discretion within the work environment.
- Undertakes design, prototype and development work in collaboration with Engineer.
- Understands and exercises safety in the workplace.
- Works from drawings prints or plans and develops drawings as required.
- Applies calculations.
- Uses wide range of fixed, portable and hand machines; tools and precision instruments.
- Material/component identification, selection, application and installation.
- Undertakes soldering and/or welding and cutting.
- Responsible for quality control and ensure adherence to quality assurance and rail safety procedures and work organisation.
- Undertakes wider range of tasks incidental/peripheral to performance of main task or function.
- Provides technical guidance, assessment and training.
- Performs marking out or measuring tasks.
- Possesses and uses computer programming skills to set up, commission, maintain and operate equipment and/or systems OR Applies Advanced computer and integrated manufacturing techniques involving computer operating and programming.
- Plan maintenance programs & prepare technical reports on specific tasks.
- Undertake training equivalent to AQF Level 6 towards accredited relevant 3 year university/tertiary qualification.

Qualifications:

Advanced Diploma level competencies or equivalent technical studies eg 2 years towards an undergraduate degree
Track Access
Vehicle and other licences as required

ENGINEERING ASSOCIATE LEVEL 10: NETWORK & INFRASTRUCTURE

An Engineering Associate Level 10 means an employee who works above and beyond a Technician at Level 9 and has successfully completed 3rd year part time of an Advanced Diploma or the equivalent level of accredited tertiary technical training and is engaged in:

- Making of major design drawings or graphics or performing technical duties in a specific field of engineering, laboratory or scientific practice such as research design, testing, manufacture, assembly, construction, operation, diagnostics and maintenance of equipment facilities or products, including computer software, quality processes, occupational health and safety and/or standards and plant and material security processes and like work; or
- Planning of operations and/or processes including the estimation of requirements of staffing, material cost and quantities and machinery requirements, purchasing materials or components, scheduling, work study, industrial engineering and/or materials handling process.
- Undergo relevant training as required.

Qualifications:

Advanced Diploma at AQF 6 or accredited equivalent eg partial completion of relevant tertiary degree
Track Access

Vehicle and other licences as required

4.11.2 Competency Based Classifications

(a) Competency profiles.

- (i) The parties to this Award have agreed to continue to develop and implement a competency based classification structure aligned to appropriate competency standards for the public transport industry. This will require the ongoing development and updating of competency profiles for specific workplaces within each Division, conducted by the Registered Training Organisation in consultation with PTA managers and employees directly concerned.

(ii) Units of competency

Units of competency for any particular position will reflect the skills and knowledge required in order to perform the job. "AQF level" reflects levels of competencies from nationally accredited and endorsed training packages under the Australian Qualifications Framework.

- (iii) For the purposes of classifications under this award, the Transport and Distribution Training package is used, with competencies from alternative training packages only utilized if considered necessary due to specific circumstances, where there is agreement between the parties. The two packages considered relevant to specialised areas are Asset Security (for CMR employees) and Electrotechnology (Network and Infrastructure tradespersons and technicians).

(iv) Classification Determination

AQF levels are used to assist in determining classification levels under this award, and refer to the skills and competencies required of employees to perform the core functions of the job. Competencies will be documented through competency profiles constructed for each position or group of positions. Profiles will be constructed on a consultative basis. Identification of the competencies required at each level and the training requirements is presently being carried out by classification review working parties.

(v) Employee obligations

Employees shall be required to maintain currency in their qualifications and competencies they possess. Currency may be maintained by regular performance of tasks requiring the specified skills. Employees who fail to maintain currency of their

qualifications or who choose not to carry out duties within their level may be reduced to a lower level.

Employees undergoing training for advancement or promotion to a higher level will not be eligible for payment of higher duties allowance when carrying out work at the higher level in connection with their training.

As a consequence of the competency based classification structure, employees will be expected to undertake a wider range of tasks provided that such duties are within the limits of the employees competence and training including work which is incidental and peripheral to the employees main tasks and without reference to traditional demarcations.

4.11.3 Qualifications & Relativities

<u>RE A Lev el</u>	<u>Qualification</u>			<u>Metals %</u>
10	Advanced Trades	C4	3rd Year of Associated Diploma	135%
9	Advanced Trades	C5	Advanced Certificated/Formal Equiv	130%
8	Advanced Trades	C6	1st Year of Advanced Cert	125%
7	Trades Special Class	C7	Post Trade Cert or Formal Cert	115%
6	Trades Special Class	C8	Completion of 66% of Qual of 1 7	110%
5	Tradesperson	C9	Completion of 33% of Qual 1 7	105%
4	Tradesperson	C10	Trade Cert/Eng.Prod'n Cert	100%
3	Workshop Prod'n	C11	Prod'n/Eng. Certificate II	
2	Workshop Prod'n	C12	Prod'n/Eng Certificate I	
1	Workshop Prod'n	C13/ 14		

AQF Qualifications and Relativities

Benchmarks	Lv l	Minimum Training	REA n	Minimum Training Requirement Electrotechnolog y Competence	Prerequisite Qualifications-
C4 Advanced	10		Technician/	Complete Advanced	AQF Certificate 6

Trades qual'ns			Tech support	Diploma (AQF 6)	
C5 Advanced Tradesperson 66% advanced trade qual'n	9		Technician	Units towards Advanced Diploma (AQF 6) or equivalent	AQF 5 Certificate or equiv. enterprise specific skills/ knowledge + unit at AQF 6 level /equiv:
C6 Advanced Tradesperson 33% advanced trade qual'n	8		Technician	Complete Diploma AQF 5	AQF Certificate 5
Special Class Tradesperson With Post trade qualification	7		Technician	Units towards Diploma at AQF 5 or equivalent	Post Trade Certificate or AQF Level 4 ; enterprise specific skills/knowledge; & unit at AQF 5/ equiv.
C8 Special Class Tradesperson 66% post trade qualification	6	Complete Certificate 4		Complete AQF Certificate 4	AQF Cert 4 or Post trade certificate equivalent
C9 Exp'd Trades + 33% post trade qualification	5	Units towards AQF Certificate 4	Tradesperson with enterprise specific skills	Units towards AQF Certificate 4	Trade Certificate or AQF 3 or equivalent; enterprise specific skills/ knowledge & unit at AQF 4/ equiv.
C10 Fitter/Trade Certificate With trade qualification	4	Trade or AQF Certificate 3/ equivalent	Tradesperson (without enterprise skills/ expce) Maintainer	Complete Trade Certificate or equivalent AQF 3	AQF Cert 3 Or trade certificate
	3A		Maintainer		

	3	Part –way towards Certificate 3	Maintainer Attendant		AQF Certificate 2
	2	Completed Certificate 2	Maintainer		AQF Certificate 1 + Track Access Requirement for substantive position
C14	1	Units toward Certificate 1	Maintainer		

4.12. - CRITERIA PROGRESSION

- (a) Employees within this structure will have the opportunity to move progressively from Level 1 to 4 through acquisition of stipulated competencies gained by on the job and off the job training and assessments. Progression beyond REA L4 is subject to a vacancy arising or through reclassification. Criteria progression will cease at REA Level 4 for signal maintainers and overhead catenary maintainers.
- (b) An integral part of this structure is that whilst there is the opportunity to automatically progress to a higher level, it will be expected that employees will still continue to undertake lower level tasks that are associated with that area of operation.
- (c) For criteria progression, appointment to the higher level is subject to the employee satisfactorily completing all of the required training and achieving the competencies essential at the higher level.
- (d) Regression to a lower classification level may occur if an employee is not qualified or competent to perform work, for reasons which may include inability to meet licensing or certification requirements, failure to demonstrate required competencies or physical incapacity. Should an employee be unable to perform tasks at that lower level, the employer may review the employee's contract of employment.

PART 5. - ALLOWANCES AND FACILITIES

5.1. - ON CALL ALLOWANCES

5.1.1 Call Out Provisions

The provisions of this sub clause shall be limited to those employees who occupy positions that are agreed between the parties as positions to which the call out provisions should apply, but shall not apply to employees to whom the provisions of sub-clause 5.2 of this Award applies.

5.1.2 On Call Allowance

An employee who is directed by the Head of Branch or other duly authorized officer to be available on call outside the ordinary hours of duty as prescribed in Part 3 of this Award, shall be paid an On Call allowance of \$4.75 per hour.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

5.1.3 Except when an employee is recalled to duty and reports for work and overtime payment applies, no additional payment shall be made to an employee in receipt of an on call allowance for contact made with the employee while on call.

5.1.4 To be eligible for payment of the On Call Allowance prescribed in sub clause 5.1.2, an employee must be contactable and be available for return to duty during the times such employee is required to be on call.

5.1.5 Recall to Duty

On call allowance shall not apply to any employee after recalled to duty and receiving payment in accordance with overtime provisions. All travelling time attending to call outs shall be deemed as time worked for the purpose of this subclause and be paid as per the entitlements of this Award.

5.2. - SIGNAL TECHNICIANS STAND-BY ROSTER ARRANGEMENTS

5.2.1 The following Signals Stand By Roster provisions apply to Signals Technicians working in the field on the maintenance of Safeworking, signalling and level crossing protection equipment.

5.2.2 Employees shall be rostered for the Signals Stand By Roster outside of their ordinary hours of duty on weekdays, on weekends and public holidays.

5.2.3 The rostered period for such stand-by shall be from the completion of the normal shift on Thursday until commencement of the normal shift on the following Thursday.

5.2.4 Signal Technicians Stand-by Roster Allowance

(a) Signal technicians, when rostered on and available for stand-by outside of the ordinary hours of duty shall be paid twenty three hours at ordinary rates for stand-by in accordance with sub clause 5.2.3. The payment consists of three hours per day for stand by Monday to Friday inclusive and four hours per day for stand by on the Saturday or Sunday.

(b) An immediate response to call out is required from employees on the stand by roster. In addition to the allowance prescribed in paragraph (a), employees shall be entitled to receive overtime payments prescribed under this Award.

(c) Relief Payments for Stand By Roster

Signals Technicians utilized for stand by roster relief shall be paid a flat weekly allowance calculated at 4.6% of the Level 7 weekly rate, but this allowance shall not be paid when such employee is not available to be called out.

(d) Public Holidays

An employee on Signals Stand By Roster on a Public Holiday shall receive a day in lieu of the Public Holiday to be taken on a mutually agreed day; provided that an employee called out on a Public Holiday shall not be entitled to receive a second day in lieu of the Public Holiday.

(e) Vehicles and mobile phones shall be supplied to employees on the Signals Stand-by Roster. Where no mobile phones are supplied, telephone or other expenses can be reimbursed. Head of Branch authorization is required prior to an employee incurring such expenses and employees may be required to produce receipts prior to reimbursement of such expenses.

5.3. - AFTER HOURS CONTACT: MEALS AND EXPENSES

5.3.1 Meal Breaks

(a) An employee who having responded to a call is unable to return to the employee's home during a recognized meal period for a meal shall be supplied with a meal or be paid a meal allowance of \$11.15 as provided under this Award.

The above allowance will be adjusted in accordance with the official movements in the Consumer Price Index (CPI) - Food (Perth) as measured for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

(b) For the purpose of this sub-clause recognized meal periods shall be defined as:

Breakfast	0530 hours to 0730 hours
Lunch	1200 hours to 1400 hours
Dinner	1700 hours to 1900 hours

5.3.2 Other Expenses

(a) The employer shall supply mobile phones or other equipment as needed, to employees for the purpose of meeting after hours contact requirements. Where mobile phones are not provided, necessary and reasonable telephone costs may be reimbursed to employees on production of receipts e.g. connections; rental and call costs.

(b) Provided such claims are authorized by the Head of Branch before the employee incurs that expense, and provided such calls are in connection with Public Transport Authority business. The employer has the discretion to reimburse other reasonable expenses incurred by the employee where these are necessarily incurred due to after hours contact requirements. To claim additional expenses requires prior authorization from the Head of Branch and the employee must be able to produce receipts.

5.4. - AWAY FROM HOME ALLOWANCES

Where an employee is required by the employer to travel away from home for work related purposes, and such travel necessitates an overnight stay away from that employee's usual place of residence, the following allowances shall apply:

5.4.1 Where the employer has accommodation of a reasonable standard available at the location or within reasonable proximity to it, the employee may be required to use such accommodation.

- 5.4.2 Where sub clause 5.4.1. applies, the employee shall be paid an allowance of \$51.70 per day except when the accommodation includes dining facilities and meals, in which case an allowance of \$38.75 per day shall be paid.

The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

- 5.4.3 Where the employer does not provide accommodation, the employee shall be entitled to an allowance to cover accommodation, meals and incidentals as follows. The rates in this subclause shall be adjusted automatically in line with variations to Schedule I, Travelling, Transfer and Relieving Allowances in the Public Service Award 1992.

Overnight Stay at:	Employees Up to 42 days	Employees with dependants After 42 days	Employees without dependants After 42 days
Hotel/Motel Perth Suburban Area	\$305.45	\$152.70	\$101.80
Hotel/Motel WA South of 26° Latitude	\$208.55	\$104.30	\$69.50
Other than hotel/motel	\$93.65		

- 5.4.4 An employee claiming the allowance as prescribed by sub clause 5.3.1 shall provide the employer with details of the accommodation occupied and certification of the occupancy.

- 5.4.5 When an employee is required by the employer to attend a training course, seminar or other such meeting which involve an overnight stay away from the employee's home or lodging, the employee, at the discretion of the employer, may be provided with accommodation and meals and if so provided shall be paid an incidental allowance of \$13.60 per day.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

- 5.4.6 In addition to the allowances provided for within this sub clause, an employee temporarily lodging in a district carrying a district allowance shall be granted such allowance; a day's allowance to be granted for the first twenty- four hours or any part thereof, time calculated from time of departure from home station to time of departure from a foreign station.

- 5.4.7 No away-from-home allowance shall be granted to any employee stationed in the suburban area in respect of any absence from the home station within the suburban area, unless in special circumstances upon the approval of the Chief Executive Officer.

- 5.4.8 The foregoing allowances will not be paid -during any period of absence from duty unless such absence is due to sickness of the employee, and does not exceed one week; or during any period of annual or long service leave.

5.5. - TRAVELLING TIME - OTHER THAN TRAFFIC

- 5.5.1. Where an employee is temporarily required to start/finish work at a location other than usual workplace or home depot, and the distance is further than ordinarily required from the employee's usual residence to work, the following provisions may apply.

Providing nothing in this clause prevents the employer from permanently transferring an employee to another location or relocating a workplace or home depot, in which case traveling allowance provisions shall not apply.

- 5.5.2 An employee stationed in the suburban area who is required to start work at some place other than the employee's home station or depot within the suburban area shall,

- (a) if the time taken in travelling from the employee's usual place of residence to the temporary work place and return exceeds the time normally taken in travelling from the usual place of residence to the home station or depot and return, be paid for such excess travelling time at ordinary rates, calculated on the basis of the mode of transport used on the day concerned.
- (b) if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the employee in travelling from the usual place of residence and return, the employee will be reimbursed the amount by which such fares exceed those usually paid for travelling to and from the home station or depot; provided that if suburban rail travel is used to travel to the temporary workplace, free rail travel shall be allowed.
- (c) Subject to the prior approval of the Head of Branch, where an employee uses the employee's own means of transport and the distance the employee is required to travel from the usual place of residence to the station or depot where the employee is temporarily working is greater than the distance the employee is required to travel from the usual place of residence to the station or depot where the employee is usually stationed will be paid the rate per kilometer as prescribed by the Public Service Award 1992 Schedule F for any additional distance traveled. Rates to be adjusted automatically with the adjustments to Schedule F.
- (d) If an employee of the Network and Infrastructure Division is required to attend the depot and is transported to and from the work site by departmental vehicle, travel both ways between the depot and the work site shall be in the employer's time.

5.6. - TRAVELLING TIME – TRAFFIC

- 5.6.1 When a Traffic Section employee in the suburban area is required to temporarily work at a suburban depot or station other than the depot or station at which the employee is usually stationed the following shall apply, unless the employee is compensated through an "end station" or "other line" allowance which would apply instead of this provision. -

- 5.6.2 When the distance the employee is required to travel from the employee's usual place of residence to the depot where the employee is temporarily working is greater than the distance the employee is required to travel from the usual place of residence to the employee's home depot, the employee shall be paid an allowance of \$1.72 per kilometre in both directions for the extra distance the employee is required to travel.

Such allowance as specified in this paragraph is in recognition of the cost and time taken for the extra distance to be travelled. The rates referred to in this subclause will be adjusted by the Employer from time to time by reference to changes in the median of the Perth metropolitan Tariff 1 weekday rates per kilometre charged by all licensed taxis in Perth. The adjustment shall take effect from the date nominated by the Employer, which shall be no later than 28 days after being notified in writing by the Union of a change to the median weekly rate.

- 5.6.3 When the period of relief is for one week or less an allowance of \$7.85 per shift shall be paid in recognition of the disruption to the employee's normal roster. This allowance is in addition to that provided in sub clause 5.6.2.

The above allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

- 5.6.4 The rates referred to in this subclause will be adjusted from time to time in accordance with the Taxi Control Board metropolitan rates.

5.7. - MEAL ALLOWANCE

5.7.1 Refreshment Allowance

An employee employed in the actual running of trains whose shift is extended by more than two hours and the total duration of the shift exceeds ten hours, shall be paid a refreshment allowance of \$5.60 where:

- (a) Notification of the requirement to work an extended shift was not given prior to the finish of the preceding shift; and
- (a) The employee is not entitled to a meal allowance as prescribed elsewhere in this Award.

The above allowance will be adjusted in accordance with the official movements in the Consumer Price Index (CPI) - Food (Perth) as measured for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

5.7.2 Meal Allowance

Where an employee is required to work beyond ordinary rostered hours without being notified on the previous day, the employee shall be provided with a meal or be paid \$11.15 in lieu where:

- (a) The employee is in an Other Than Traffic position, and is required to so work for more than 1 hour, or until after 1800 hours; or
- (b) The employee is in a Traffic classification, and the rostered hours of duty have been extended by more than one hour beyond the recognised meal period.

The above allowance will be adjusted in accordance with the official movements in the Consumer Price Index (CPI) - Food (Perth) as measured for the preceding 12 months at the end of the March quarter by the Australian Bureau of Statistics.

5.8. - SHIFTS AND/OR NIGHT WORK ALLOWANCE - (SIX - DAY SHIFT WORK)

- 5.8.1 The employer may, if the employer so desires, work any part of the establishment on shift work as part of the 38 ordinary hours per week, Monday to Saturday. The employer shall consult affected employees beforehand, and notify the Union of the intention to introduce shift work. The employer shall post the shift work roster at least 14 days in advance of the start date.

- (a) On an afternoon shift, which commences before 1800 hrs and the ordinary time of which concludes at or after 1830 hours will be paid an allowance of \$2.87 an hour on all time paid at the ordinary rate.
- (b) On a night shift, which commences at or between 1800 hours and 0359 hours, will be paid an allowance of \$3.30 an hour on all time paid at ordinary rate.
- (c) On an early morning shift, which commences at or between 0400 hours and 0530 hours, will be paid an allowance of \$2.87 an hour for all time paid at ordinary rate.

- (d) In addition to the hourly shift work allowance an employee will be paid an allowance of \$3.30 for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- (e) The provisions of subparagraphs (a) to (d) of this clause will not apply to employee's continuously on shifts, which start and finish between 1800 and 0600 hours. These employees will be paid night work allowance for ordinary paid time on duty between those hours at the rate of \$3.41 per hour.

The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

- (f) Provided that shift penalties do not apply to Saturday and Sunday hours, which are paid as follows: ordinary hours on Saturday are paid with a 50% loading in accordance with subclause 3.3.2(c), additional hours on Saturdays are paid at double time in accordance with subclause 3.3.2(b) and all time on Sunday is paid at double time in accordance with subclause 3.3.2(a).

5.8.2 Other Than Traffic and Car Park Attendants - (Five Day Shift Work)

- (a) The employer may, if the employer so desires, work any part of the establishment on shift work as part of the 38 ordinary hours per week, Monday to Friday. The employer shall consult affected employees beforehand, and notify the Union of the intention to introduce shift work.
- (b) The employer shall post the shift work roster at least 14 days in advance of the start date.
- (c) An employee shall be rostered to work no less than five consecutive afternoon or night shifts, for the roster to constitute shift work for the purposes of this sub clause.
- (d) An employee who is not rostered to work five consecutive afternoon or night shifts, is not considered to be working shifts pursuant to this sub clause. In which case, all time worked outside the ordinary spread of hours between 0600 to 1800 Monday to Friday, shall be paid at overtime rates of time and a half for the first two hours, and double time thereafter, with each day to stand alone.
- (e) For the purposes of this sub clause, day shift means an ordinary working shift commencing after 0600 hours and ending at or before 1800 hours, Mondays to Fridays .
- (f) All time worked on shifts except the day shift shall be paid at the rate of time and a quarter (1.25) times the ordinary hourly rate, for the first eight hours of the shift.
- (g) When working afternoon or night shifts, and required to work beyond eight hours in the shift, the additional hours shall be paid at overtime rates calculated on the ordinary hourly shift work rate inclusive of the 25% loading for afternoon or night shift, provided that in no circumstances shall the maximum payment exceed double time.
- (h) Any time worked on Saturday and Sunday is considered additional hours for the purposes of this sub clause and is paid at weekend overtime rates of double the ordinary hourly rate from midnight Friday to midnight Sunday.

5.9. - UNIFORMS, CLOTHING AND PROTECTIVE EQUIPMENT

- 5.9.1 The employer shall supply uniforms and protective clothing; as agreed from time to time between the employer and the union or unions concerned.
- 5.9.2 An employee shall sign an acknowledgement on receipt of uniforms and/or protective clothing thereof, and on leaving employment shall return the same to the employer.

5.9.3 An employee shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use expected.

PART 6. - LEAVE

6.1 - ANNUAL LEAVE

6.1.1. Annual Leave Entitlements

- (a) Except as provided otherwise, a period of four consecutive weeks' leave on full pay shall be allowed annually to an employee after a period of 12 months' continuous service with the employer; provided that such leave may be cleared in more than one part and where the employer and the employee agree the leave may be cleared in two or three separate periods.

Provided further that an employee may, with the consent of the employer, take short term annual leave, not exceeding five days in any leave year. Provided further that with consent of the employer leave may be allowed to accumulate for two years.

- (b) (i) Employees working continuous 24/7 shift work rosters, consistent with sub clause 5.8.1 of this Award, or working other than regular day shift shall be allowed an additional week's holiday in each year on full pay to that prescribed in paragraph (a) above.
- (ii) This provision shall also apply to any other employee whose ordinary hours of work can be extended (as with guards etc.) over Saturdays and holidays and whose hours of duty vary throughout the twenty-four hours of the day and who may be called upon to work on Sundays.
- (iii) Notwithstanding anything elsewhere contained herein this subclause shall not apply to any employee whose ordinary hours of work must be completed between Monday to Friday inclusive.
- (c) Employees shall accrue annual leave as hours, accruing time on a pro rata weekly basis, as prescribed under the Minimum Conditions of Employment Act 1993.
- (d) Employees shall be paid for annual leave at their graded rates of pay when such annual leave is taken: Provided that if within two weeks before such annual leave is taken the employee is acting in a higher capacity and has been so acting for a period of not less than two months the annual leave shall be paid for at the rate applicable to such higher capacity position.
- (e) No deduction shall be made from annual leave for the period any employee is off duty on paid sick leave. In the case of sick leave without pay for which a medical certificate has been provided only that period in excess of three months shall be deducted from qualifying service for annual leave.
- (f) Holiday Lists
- (i) Unless otherwise agreed between the employees and managers in a particular branch, every year prior to the 31st August a statement shall be posted in each depot or station showing the dates on which each employee will go on annual leave and resume duty. The annual leave for such employees shall be calculated up to 30th June each year, and only leave up to that date shall be granted each year except in cases where leave has been allowed to accumulate.
- (ii) Holiday lists are not to be departed from without the consent of the employee concerned, except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.
- (iii) Where an employee's holidays have been cancelled the employee shall be notified within one month after such cancellation of the date on which the employee is to be again booked off and this date shall not be departed from.

- (iv) With the Manager's approval, an employee may exchange leave dates with another employee.
- (g) Any employee who may resign or be dismissed from the service for any cause, other than for peccation or theft from the Department, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service: Provided always that if the employee has been dismissed for peccation or theft no claim for annual leave shall be recognised. Misconduct shall not affect accumulated annual leave or payment.
- (h) Unless at the employee's own request, no employee shall be booked off for annual leave at a foreign or at temporary home station.
 - (i) If an employee is booked off for annual leave when away from the employee's permanent home station, the employee shall be allowed travelling time to and from the place the employee is working at and such home station; the leave to count as starting and finishing at the employee's permanent home station.

6.1.2 Loading on Annual Leave

- (a) Employees entitled to four weeks annual leave hereof shall be paid a loading on such leave calculated as follows:
 - (i) Employees referred to in subclause (1)(a)(i) - 17-1/2 per cent of the award rate of pay for the period of leave being cleared.
 - (ii) Employees referred to in subclauses (1)(b)(i) and (ii) and who qualify for one week's extra leave - 20 per cent of the award rate of pay for the period of leave being cleared.
 - (iii) Employees referred to in subclauses (1)(b)(i) and (ii) and who qualify for additional leave but who do not qualify for the full week's leave - 18-3/4 per cent of the award rate of pay for the period of leave being cleared.
 - (iv) The amount of loading calculated shall not exceed the following percentages of the amount set out in the Australian Bureau of Census and Statistics publication for average weekly earnings per male employed unit in Western Australia for the September quarter immediately preceding the date on which the clearance of leave commences:
 - for employees entitled to 4 weeks annual leave 17.5% loading
 - for employees entitled to 5 weeks annual leave 20% loading
- (b) If it gives a greater amount than the amount of loading calculated as per (a), an employee shall be entitled to payment of:
 - (i) shift penalties Monday to Friday inclusive
 - (ii) Saturday penalty and
 - (iii) Sixth shift penalty on time worked on a rostered sixth shift falling within the rostered 38 hours for the week but not otherwise:

which the employee would have received for ordinary time had the employee not proceeded on annual leave.

- (c) Where all or any part of the annual leave carrying the loading is not cleared in the year following the date on which it falls due the loading will be calculated at the employees' graded rate of pay at June 30 or December 31 as the case may be and the amount of the loading recorded and paid to the employee when he clears the leave.

- (d) The loadings in subclause (2)(a) shall apply to annual leave commencing to accrue on July 1 1973. The loadings in subclause (2)(b) shall apply to annual leave commencing to accrue on July 1 1972.
- (e) Where annual leave is taken in more than one period as prescribed in subclause (1)(a)(i) the loading will only be paid on periods of 1 week or more.
- (f) In accordance with the long service leave conditions for State Government wages employees any holiday occurring during the period in which an employee is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.
- (j) A casual employee shall not be entitled to any paid holidays.

6.2. - PUBLIC HOLIDAYS

6.2.1 The following days or days observed in lieu shall, subject to Clause (4.3.2) Overtime, be allowed as holidays without deduction of pay, namely:

New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day, any other day proclaimed as a general public holiday.

6.2.2 When any of the above-mentioned days fall on a Saturday or Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

6.2.3 Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day the employee shall be paid eight-(8) ordinary hours –(permanent full time employee) or pro rata entitlement in the case of an part-time employees.

6.2.4 (i) If an employee is required to work on a holiday the employee shall be paid for all time worked at the rate of time and one half for the first eight- (8) hours worked on any shift on that day and at the rate of double time and one half for all time worked in excess of eight –(8) hours on any shifts in lieu of all penalties which may be payable for work on that day under this award.

(ii) In addition to the payment prescribed within sub-paragraph (d)-(i) an employee required to work on a public holiday shall be paid a further eight –(8) hours: Provided that the employee may elect in lieu of being paid for that eight –(8) hours, to be granted a day's holiday with pay which may be cleared with the annual leave or taken at some subsequent date when the employee so agrees.

6.2.5 If a public holiday falls on a weekday within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day being an ordinary working day of eight –(8) hours for each such holiday observed.

6.2.6 An employee who returns to the home station or finishes a shift at the home station, not later than 0400 hours on any holiday and is not booked on duty for that day shall be treated as having had a paid holiday.

6.2.7 When an employee is off duty owing to leave without pay or sickness, including accidents on or off duty except time for which the employee is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the employee, however, is on or is available for duty on the working day immediately following a holiday, the employee shall be entitled to a paid holiday on such holiday.

6.3. - SICK LEAVE & CARER'S LEAVE

- 6.3.1 An employee shall be entitled to payment for non attendance on the grounds of personal ill health at the rate of 1/6th of the guaranteed week's work for each completed month of service.
- 6.3.2 The unused portion of the entitlement prescribed hereof in any accruing year shall be allowed to accumulate and may be availed of in next or any succeeding year.
- 6.3.3 Sick leave accrues on a weekly pro rata basis, according to the number of ordinary weekly hours prescribed for that position.
- 6.3.4 This clause shall not apply where the employee is entitled to employees compensation.
- 6.3.5 No employee shall be entitled to the benefit of this clause unless the employee produces reasonable evidence in support of claims of genuine illness/ ill health, provided however that the employer shall not be entitled to a medical certificate for absences of less than three consecutive working days unless the total of such absences in any accruing year exceeds the hours prescribed for that employee for an ordinary week's work.
- 6.3.6 For the purpose of this clause the term "accruing year" means the year ending 30th June or 31st December according to which of these dates the annual leave of the employee is calculated.
- 6.3.7 If an employee falls sick while on annual leave and produces at the time satisfactory medical evidence that the employee is or was confined to the employee's place of residence or hospital for a period of at least one week the employee may, with the approval of the employer, be granted at a time convenient to the employer, additional leave equivalent to the period of sickness falling within the rostered period of annual leave.
- 6.3.8 An employee's paid sick leave entitlement is taken at the employee's graded rate of pay. In addition payment shall include (i) Shift penalties Monday to Friday inclusive (ii) Saturday and Sunday penalties
- 6.3.9 Provided that if the employee was engaged on duties carrying a higher rate and was entitled to payment at that higher rate for the whole of the day or shift immediately prior to the employee ceasing duty the employee shall be paid for sick leave at that higher rate for the period the employee would have continued to work in the higher position had the employee not ceased duty because of ill health.
- 6.3.10 Carer's leave

An employee may use a portion of sick leave to care for sick relatives or family members, in accordance with the following minimum conditions.

- (a) An employee is entitled to use, each year, up to 5 days of the employee's sick leave entitlements for that year to be the primary care giver of a member of the employee's family or household who is ill or injured and in need of immediate care and attention.
- (b) In paragraph (a) —
- “member of the employee's family” means any of the following persons —
- (i) the employee's spouse or de facto partner;
 - (ii) a child for whom the employee has parental responsibility as defined by the Family Court Act 1997;
 - (iii) an adult child of the employee;
 - (iv) a parent, sibling or grandparent of the employee.

6.4. - BEREAVEMENT LEAVE

- 6.4.1 An employee shall, on the death within Australia of a spouse, parent, step parent, grandparents brother, sister, child or stepchild and the grandparents, father, mother, brother or sister of the spouse of the employee concerned be entitled, on notice, to leave of absence without deduction of pay. Bereavement leave is also available to employees on the death of any other person who, immediately before that person's death, lived with the employee as a member of the employee's family, and the employer may require reasonable evidence of this relationship to the family.
- 6.4.2 Such leave of absence up to and including the day of the funeral of the relation shall be for a period up to but not exceeding the number of hours worked by the employee in three ordinary working days having regard to the circumstances of the particular case. These days need not be taken consecutively.
- 6.4.3 Reasonable evidence supporting a claim for bereavement leave shall be supplied by the employee as soon as practicable.
- 6.4.4 Payment in respect of Bereavement Leave shall be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the employee's roster, or on long service leave, annual leave, sick leave, employees' compensation, leave without pay or on a public holiday.
- 6.4.5 Employees requiring more than two (2) days bereavement leave in order to travel overseas or interstate in the event of the death overseas or interstate of a member of an employee's immediate family may, upon providing adequate proof, in addition to any bereavement leave to which the employee is eligible, have immediate access to annual leave and/or accrued long service leave in weekly multiples and/or leave without pay provided all accrued leave is exhausted.

6.5. – STUDY LEAVE

- 6.5.1 Conditions for granting time off
- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.
 - (b) Part-time employees are entitled to study leave on the same basis as full time employees.
 - (c) Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.
- 6.5.2 Time off with pay may be granted up to a maximum of five hours per week, including travelling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- 6.5.3 Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in subclause 6.5.2.
- 6.5.4 Employees shall be granted sufficient time off with pay to travel to and sit for the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- 6.5.5 In every case the approval of time off to attend lectures and tutorials will be subject to:
- (i) the employer's convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies; and

- (v) the course being relevant to the employee's career in the public sector and being of value to the state.

6.5.6 A service agreement or bond will not be required.

6.5.7 For the purposes of this clause:

- (a) In determining the employer's convenience, employers should give due emphasis to the employee's career aspirations and relevance to working at the Public Transport Authority.
- (b) An acceptable part-time study load should be regarded as not less than five hours per week of formal tuition or the equivalent if studying by correspondence with at least half of the total formal study commitment being undertaken in the employee's own time, except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five hours formal study.
- (c) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.
- (d) In cases where employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (e) Travelling time returning home after lectures or tutorials is in the employee's time.
- (f) An employee shall not be granted more than five hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.

6.6. – BLOOD/PLASMA DONORS LEAVE

6.6.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood or plasma in accordance with the following general conditions:

- (a) prior arrangements with the supervisor has been made and at least two (2) days' notice has been provided; or
- (b) the employee is called upon by the Red Cross Blood Centre.

6.6.2 The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.

6.6.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.

6.6.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

6.7. – EMERGENCY SERVICES LEAVE

6.7.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units, in order to allow for attendances at emergencies as declared by the recognised authority.

6.7.2 The employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.

6.7.3 The employee must complete a leave of absence form immediately upon return to work.

- 6.7.4 The application form must be accompanied by a certificate from the emergency organization certifying that the employee was required for the specified period.
- 6.7.5 An employee who, during the course of an emergency, volunteers their services to an emergency organisation, shall comply with subclauses 6.7.2, 6.7.3 and 6.7.4.

6.8. – DEFENCE FORCE RESERVES LEAVE

- 6.8.1 The employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 6.8.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 6.8.3 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.

6.8.4 Paid leave

- (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
- (b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
- (c) On written application, an employee shall be paid wages in advance when proceeding on such leave.
- (d) Casual employees are not entitled to paid leave for the purpose of defence service.
- (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
- (f) An employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wages.

In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.

6.8.5 Unpaid leave

- (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause (4) of this clause shall be unpaid.
- (b) Casual employees are entitled to unpaid leave for the purpose of defence service.

6.8.6 Use of other leave

- (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

- (b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

6.9. - LEAVE WITHOUT PAY

- 6.9.1 Subject to the provisions of paragraph (b) of this clause, the employer has discretion to grant an employee leave without pay for any period and is responsible for that employee on their return. There is no obligation to offer leave without pay unless otherwise provided for by agreement or policy provisions.
- 6.9.2 Every application for leave without pay will be considered on its merits and shall not be considered unless the following conditions are met:
- (i) The work of the employer is not inconvenienced; and
 - (ii) All other leave credits of the employee are exhausted.
- 6.9.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.

- 6.9.4 Leave without pay for full time study

The employer may grant an employee without pay to undertake full time study, subject to a yearly review of satisfactory performance.

Leave without pay for this purpose shall not count as qualifying service for leave purposes.

- 6.9.5 Leave without pay for Australian Institute of Sport scholarships

Subject to the provisions of paragraph (b) of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport, leave without pay.

6.10. - PARENTAL LEAVE

- 6.10.1 Definitions

In this clause:

- (a) "Employee" includes full time, part time, permanent and fixed term contract employees.
- (b) "Primary Care Giver" is the employee who will assume the principal role for the care and attention of a child/children. The Employer may require confirmation of primary care giver status.
- (c) "Replacement Employee" is an employee specifically engaged to replace an employee proceeding on parental leave.
- (d) "Partner" means a person who is a spouse or de facto partner.
- (e) "Public sector" means an employing authority as defined in s5 of the Public Sector Management Act 1994.

- 6.10.2 Entitlement to Parental and Partner Leave

- (a) An employee is entitled to a period of up to 52 weeks unpaid parental leave in respect of the:
 - (i) birth of a child to the employee or the employee's partner; or

- (ii) adoption of a child who is not the natural child or the stepchild of the employee or the employee's partner; is under the age of five (5); and has not lived continuously with the employee for six (6) months or longer.
- (b) An employee identified as the primary care giver of a child and who has completed twelve months continuous service in the Western Australian public sector shall be entitled to six (6) weeks paid parental leave from the date of certification of this Agreement, 7 weeks from 1 January 2005 and 8 weeks from 1 January 2006. Paid parental leave will form part of the 52 weeks entitlement provided in 16.6.2 (a).
- (c) A pregnant employee can commence the period of paid parental leave any time up to six (6) weeks before the expected date of birth and no later than four (4) weeks after the birth. Any other primary care giver can commence the period of paid parental leave from the birth date or for the purposes of adoption from the placement of the child but no later than four (4) weeks after the birth or placement of the child.
- (d) Paid parental leave for primary care purposes for any one birth or adoption shall not exceed six (6) weeks, or 7 weeks from 1 January 2005 and 8 weeks from 1 January 2006.
- (e) The paid and unpaid parental leave entitlement up to a maximum of 52 weeks may be shared between partners assuming the role of primary care giver.
- (f) Parental leave may not be taken concurrently by an employee and his or her partner except under special circumstances and with the approval of the Employer.
- (g) Where less than the standard parental leave is taken the unused portion of the period of paid or unpaid leave cannot be preserved in any way.
- (h) An employee may elect to receive pay in advance for the period of paid parental leave at the time the parental leave commences, or may elect to be paid the entitlement on a fortnightly basis over the period of the paid parental leave.
- (i) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.

6.10.3 Partner Leave

An employee who is not a primary care giver shall be entitled to a period of unpaid partner leave of up to one (1) week at the time of the birth of a child/children to his or her partner. In the case of adoption of a child this period shall be increased to up to three (3) weeks unpaid leave.

6.10.4 Birth of a child

- (a) An employee shall provide the Employer with a medical certificate from a registered medical practitioner naming the employee, or the employee's partner confirming the pregnancy and the estimated date of birth.
- (b) If the pregnancy results in other than a live child or the child dies in the six weeks immediately after the birth, the entitlement to paid parental leave remains intact.

6.10.5 Adoption of a child

- (a) An employee seeking to adopt a child shall be entitled to two (2) days unpaid leave to attend interviews or examinations required for the adoption procedure. Employees working or residing outside the Perth metropolitan area are entitled to an additional day's unpaid leave. The employee may take any paid leave entitlement in lieu of this leave.
- (b) If an application for parental leave has been granted for the adoption of a child, which does not eventuate, then the period of paid or unpaid parental leave is terminated. Employees may take any other paid leave entitlement in lieu of the terminated parental leave or return to work.

6.10.6 Other leave entitlements

- (a) An employee proceeding on unpaid parental leave may elect to substitute any part of that leave with accrued annual leave or long service leave for the whole or part of the period of unpaid parental leave.
- (b) Subject to all other leave entitlements being exhausted an employee shall be entitled to apply for leave without pay following parental leave to extend their leave by up to two (2) years. The Employer's approval is required for such an extension.
- (c) Any period of leave without pay must be applied for and approved in advance and will be granted on a year by year basis. Where both partners work for the Employer the total combined period of leave without pay following parental leave will not exceed two (2) years.
- (d) An employee on parental leave is not entitled to paid sick leave and other paid absences other than as specified in 10.3.(a) and 10.3.(e).
- (e) Should the birth or adoption result in other than the arrival of a living child, the employee shall be entitled to such period of paid sick leave or unpaid leave for a period certified as necessary by a registered medical practitioner. Such paid sick leave cannot be taken concurrently with paid parental leave.
- (f) Where a pregnant employee not on parental leave suffers illness related to the pregnancy or is required to undergo a pregnancy related medical procedure the employee may take any paid sick leave to which the employee is entitled or unpaid leave for a period as certified necessary by a registered medical practitioner.

6.10.7 Notice and Variation

- (a) The employee shall give not less than four (4) weeks notice in writing to the Employer of the date the employee proposes to commence paid or unpaid parental leave stating the period of leave to be taken.
- (b) An employee seeking to adopt a child shall not be in breach of subclause 10.4.(a) by failing to give the required period of notice if such failure is due to the requirement of the adoption agency to accept earlier or later placement of a child, or other compelling circumstances.
- (c) An employee proceeding on parental leave may elect to take a shorter period of parental leave and may at any time during that period elect to reduce or extend the period stated in the original application, provided four (4) weeks written notice is provided.

6.10.8 Transfer to a Safe Job

Where illness or risks arising out of pregnancy or hazards connected with the work assigned to the pregnant employee make it inadvisable for the employee to continue in her present duties, the duties shall be modified or the employee may be transferred to a safe position at the same classification level until the commencement of parental leave.

6.10.9 Replacement Employee

Prior to engaging a replacement employee the Employer shall inform the person of the temporary nature of the employment and the entitlements relating to the return to work of the employee on parental leave.

6.10.10 Return to Work

- (a) An employee shall confirm the intention to return to work by notice in writing to the Employer not less than four (4) weeks prior to the expiration of parental leave.

- (b) Where an Employer has made a definite decision to introduce major changes that are likely to have a significant effect on the employee's position the Employer shall notify the employee while they are on parental leave.
- (c) An employee on return to work from parental leave will be entitled to the same position or a position equivalent in pay, conditions and status and commensurate with the employee's skill and abilities as the substantive position held immediately prior to proceeding on parental leave. Where the employee was transferred to a safe job the employee is entitled to return to the position occupied immediately prior to transfer.
- (d) An employee may return on a part time or job-share basis to the substantive position occupied prior to the commencement of leave or to a different position at the same classification level in accordance with the part time provisions of the relevant award and Agreement.
- (e) Subject to the Employer's approval an employee who has returned on a part time basis may revert to full time work at the same classification level within two (2) years of the recommencement of work.

6.10.14 Effect of Parental Leave on the Contract of Employment

- (a) An employee employed for a fixed term contract shall have the same entitlement to parental leave, however the period of leave granted shall not extend beyond the term of that contract.
- (b) Paid parental leave will count as qualifying service for all purposes under the relevant award and Agreement. Absence on unpaid parental leave shall not break the continuity of service of employees but shall not be taken into account in calculating the period of service for any purpose under the relevant award and Agreement.
- (c) An employee on parental leave may terminate employment at any time during the period of leave by written notice in accordance with the relevant award and Agreement.
- (d) An Employer shall not terminate the employment of an employee on the grounds of the employee's application for parental leave or absence on parental leave but otherwise the rights of the Employer in respect of termination of employment are not affected.

6.11. - LONG SERVICE LEAVE

- 6.11.1 An employee shall be entitled to thirteen weeks paid long service leave on the completion of ten years continuous service and an additional thirteen weeks paid long service leave for each subsequent period of seven years of continuous service completed by the employee.
- 6.11.2 Where a public holiday falls within an employee's period of long service leave such day shall be deemed to be a portion of the long service leave and no other payment or benefit shall apply.
- 6.11.3 Long service leave may be taken in periods of 4 weeks or more.
- 6.11.4 Long service leave shall be paid at the employee's rate of pay as prescribed in the wages clause or as specified in the Schedules for rostered employees.
- 6.11.5 An employee will be entitled to pro rata long service leave only if employment is terminated:
 - (a) by the Employer for other than disciplinary reasons;
 - (b) due to the retirement of the employee on the grounds of ill health;
 - (c) due to the death of the employee, in which case the payment would be made to the employee's estate;

- (d) due to employee's retirement at the age of 55 years or over, provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
 - (e) for the purpose of entering an Invitro Fertilisation Program, provided the employee has completed three years service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program;
 - (f) due to employees resignation for pregnancy, provided the employee has completed three years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 6.11.6 For the purposes of determining an employee's long service leave entitlement, the expression "continuous service" includes any period during which the employee is absent on paid leave but does not include any period exceeding two continuous weeks during which the employee is absent on parental leave or leave without pay.
- 6.11.7 Continuity of service shall not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Agreement.
- 6.11.8 The Employer may direct an employee to take a long service entitlement that has been accrued for more than 3 years.
- 6.11.9 Where an employee is directed to take a long service leave entitlement, it will be taken within 12 months of the direction, at a time agreed between the Employer and the employee.
- 6.11.10 Where a time cannot be agreed within the 12 month period, the Employer will determine the date on which the employee will be required to start long service leave provided that the Employer shall give at least 3 months notice to the employee of the day on which the long service leave is to commence.
- 6.11.11 Where an employee has previously contracted out of their Award long service leave entitlement, the provisions of such arrangements shall be applied on a proportional basis to the Award provisions for the period of employment they were in force. Any long service leave taken or benefit in lieu of any such long service leave gained during the period of the aforementioned arrangements applied, shall be deducted from any long service leave to which the employee may become entitled to under the Award provisions. The balance of the long service leave entitlement shall be calculated in accordance with the Award provisions from the date the employee reverted to Award long service leave provisions.

6.12. - TRAINING

6.12.1. Training and Skills Acquisition

- (a) Establishment of Skill Level
 - (i) The parties to this award shall determine the appropriate range of skills applicable to each classification level contained in the relevant wages clause of the award.
 - (ii) Each employee shall be paid the wage rate specified for a classification level defined in accordance with subparagraph (a) (i).
 - (iii) Where the employee is required to apply skills which in total or in part correspond to the skills required of a higher classification that that to which they are appointed, the employee shall receive the rate of pay corresponding to that higher classification, in accordance with the higher duties clause of this award.
 - (iv) The level of skills possessed by each employee shall be determined by relevant training packages, certification and experience in accordance with paragraphs (b) and (c) below.

- (v) Experience for the purposes of this clause, means skills gained in any industry or occupation or away from work and which are recognized within the classification structure.
- (b) Competency Standards
 - (i) Where training packages have been developed by industry, those training packages shall be adopted in respect of matters relating to training the industry and callings covered by this award.
 - (ii) Training standards shall include but not be limited to the following; standards and competencies of skills required for each calling; curricula development; training courses; articulation and accreditation requirements for both on and off the job training; on the job training guidelines

6.12.2 Traineeships

- (a) Definitions

Part time trainee means a trainee who is employed for a minimum of 20 hours per week, except in the case of school based traineeships, and has regular and stable hours of work each week, to allow training to occur. Wages and entitlements accrue on a pro rata basis.

Traineeship means a full time or part time structured employment based training arrangement approved by the WA Department of Education and Training where the trainee gains work experience and has the opportunity to learn new skills in a work environment. On successful completion of the traineeship, the trainee obtains a nationally recognized qualification.

Traineeship Training Contract means the agreement between the employer and the trainee that provides details of the traineeship and obligations of the employer and trainee and is registered with the WA Department of Education and Training.

Training Program Outline (TPO) means the plan that outlines what training and assessment will be conducted off the job and what will be conducted on the job and how the registered training organization will assist in ensuring the integrity of both aspects of the training and assessment process.

- (b) Traineeships

- (i) Trainees are to be additional to the normal workforce of the employer so that trainees shall not replace paid employees or volunteers or reduce the hours worked by existing employees.
- (ii) Training Conditions: the arrangements between the employer and trainee in relation to training as specified in the Traineeship Training Agreement, as administered by the Department of Education and Training.
- (iii) Employment Conditions

The initial period of employment for trainees is the nominal training period endorsed at the time the particular traineeship is established.

Completion of the traineeship scheme will not guarantee the trainee future employment in the public sector, but the employer will cooperate to assist the trainee to be placed in suitable employment should a position arise.

Trainees are permitted to be absent from work without loss of continuity of employment to attend off the job training in accordance with the training plan. However, except for absences provided for under the relevant award, failure to attend

for work or training without an acceptable cause will result in loss of pay for the period of the absence.

Overtime and shiftwork shall not be worked by trainees except to enable the requirements of training to be effected. When overtime and shiftwork are worked, the relevant allowances and penalties of the award based on the training wage stated in the award, shall apply. No trainee shall work overtime or shiftwork on their own.

(c) Wages

The wages applicable to trainees shall be as prescribed in the National Training Wage Award 2000 for employees up to and including 20 years of age. Adult trainees will be paid the rate prescribed under the Minimum Conditions of Employment Act 1993 for the minimum weekly rate of pay for employees 21 years or older.

(d) Where it is agreed by the employer that additional training should be undertaken by an employee, training may be undertaken either on or off the job. All time involved with training shall be paid at ordinary rates of pay. Travelling time may be reimbursed where the employee incurs additional costs.

6.12.3 Competency based training and assessment.

The parties to this award recognize that training and assessment is fundamental to the competency based classification structure and requires an ongoing commitment to training and assessment processes by employees, the PTA and the unions party to this award. Therefore:

Training modules consistent with the Transport and Distribution training package and the Electrotechnology package are being developed in line with agreed nationally accredited industry training packages. The PTA will offer assessment and gap training to employees after competency profiles are constructed for their workplaces, to assist the employees affected to obtain recognition for skills they have already developed through work experience and to develop new skills required in specific occupations.

PTA employees may nominate and if accepted, become eligible for paid leave to train to become Workplace Assessors, enabling employees to participate directly in implementing competency based classifications in their own workplace. Workplace Assessors may be able to assist in competency assessments under the guidance and supervision of a Registered Training Provider and the relevant PTA managers.

6.13. - LEAVE TO ATTEND UNION BUSINESS

6.13.1 The employer shall grant paid leave during ordinary working hours to an employee.

- (i) required to give evidence before any Industrial Tribunal.
- (ii) union nominated representative of the employees is required to attend negotiations and/or conferences between the union and employer.
- (iii) when prior agreement between the union and employer has been reached, for the employee to attend official union meetings preliminary to negotiations or industrial hearings.
- (iv) who as a union nominated representative of the employees, is required to attend joint union/management consultative committees or working parties.

6.13.2 The granting of leave pursuant to paragraph (a) of this subclause shall only be approved.

- (i) Where an application for leave has been submitted by an employee a reasonable time in advance.

- (ii) For the minimum period necessary to enable the union business to be conducted or evidence to be given.
- (iii) For those employees whose attendance is essential.
- (iv) When the operation of the organisation is not unduly affected and the convenience of the employer is not impaired.

- 6.13.3 Leave of absence will be granted at the ordinary rate of pay. The employer shall not be liable for any expenses associated with an employee attending to union business. Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.
- 6.13.4 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business. An employee shall not be entitled to paid leave to attend union business other than as prescribed by this clause.
- 6.13.5 The provisions of this clause shall not apply to special arrangements made between the parties which provide for unpaid leave for employees to conduct union business.
- 6.13.6 The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.
- 6.13.7 The employer shall grant leave without pay for a continuous period to the secretary of each applicant union (should such secretary be employed by the employer) to enable the secretary to attend exclusively to union work

PART 7. - DISPUTE RESOLUTION PROCEDURE

7. - DISPUTE SETTLEMENT PROCEDURE

- 7.1.1 Questions, disputes or difficulties arising under this Award, or in the course of the employment of employees covered by this Award, shall be dealt with in accordance with this clause.
- 7.1.2 The matter shall first be discussed directly between the employee and the immediate supervisor or other appropriate employee of the Public Transport Authority, within three working days of the issue arising.
- 7.1.3 If the dispute cannot be resolved at this level, the matter shall be referred to and be discussed with the relevant supervisor's manager and an attempt made to find a satisfactory solution, within a further five working days. A Union Representative may accompany an employee.
- 7.1.4 If the dispute is still not resolved, it may be referred by the employee or employees or the Union representative to the Chief Executive Officer or his or her nominee.
- 7.1.5 Where the dispute cannot be resolved within five working days of the employee or employees or the Union Representatives referral of the dispute to the Chief Executive Officer or his or her nominee, either party may refer the matter to the WAIRC.
- 7.1.6 The period for resolving a dispute may be extended by Award between the parties.
- 7.1.7 The parties covered by this Award will maintain and will not disrupt the provision of services to the public while disputes are being dealt with under this procedure.

PART 8. - SUPERANNUATION

The Employer will make contributions on the employee's behalf, as provided by the Superannuation Guarantee (Administration) Act 1992 into a complying Superannuation fund or scheme.

PART 9. - NAMED PARTIES TO THE AWARD

The named parties to this award are-

The Australian, Rail, Tram and Bus Industry Union of Employees, Western Australian Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Employees Union of Australia, Engineering and Electrical Division Western Australian Branch.

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Employees – Western Australian Branch

Public Transport Authority or its successor.

PART 10. - REGISTERED ORGANISATION MATTERS

10.1. - FACILITIES FOR WORKPLACE DELEGATES

- 10.1.1 The employer recognises the rights of the Unions to organise and represent their members.
- 10.1.2 Union delegates have a legitimate role and function in assisting the unions in the tasks of recruitment, organising, communication and representing their members' interest in PTA and union electorate.

10.1.3 The employer recognises union delegates in PTA and will allow them to carry out their role and functions.

10.1.4 Subject to prior approval, the employer shall provide the union delegates with the following:

- (a) Paid time off from normal duties to perform their functions as a union delegate such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the Transport Delegates committee and to attend union business.
- (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include but not be limited to, the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal PTA protocols.
- (c) A noticeboard for the display of union materials including broadcast email facilities.
- (d) Paid access to periods of leave for the purpose of attending union training courses. Country delegates will be provided with appropriate travel time.
- (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
- (f) Access to awards, agreements, policies and procedures.
- (g) Access to information on matters affecting employees. The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.

10.1.5 The employer recognises that it is paramount that union delegates in the PTA are not threatened or disadvantaged in any way as a result of their role as a union delegate.

10.2. - RIGHT OF ENTRY

10.2.1 Definitions

In this clause: “authorised representative” means a person who holds an authority in force under the Industrial Relations Act 1979; and “relevant employee”, when used in connection with the exercise of a power by an authorized representative of the union, means an employee who is a member of the union or who is eligible to become a member of the union.

10.2.2 Right of entry for discussions with employees

An authorised representative of the union may, on notification to the employer, enter, during working hours, any premises where relevant employees work, for the purpose of holding discussions at the premises with any of the relevant employees who wish to participate in those discussions.

10.2.3 Right of entry to investigate breaches

An authorised representative of the union may, on notification to the employer, enter, during working hours, any premises where relevant employees work, for the purpose of investigating any suspected breach of an award, industrial agreement or order that applies to any such employee, or the Industrial Relations Act 1979, the Minimum Conditions of Employment Act 1993, or the Occupational Safety and Health Act 1984.

10.2.4 In respect of non-public access areas designated by the PTA as high security areas, the authorised representative will give the employer at least 24 hours notice of an intention to enter these areas in accordance with subclause 10.2.2 or 10.2.3.

10.2.5 For the purpose of investigating any such suspected breach, the authorised representative:

- (a) Subject to subclause 10.2.6, may require the employer to produce for the representative's inspection, during working hours at the employer's premises or at any mutually convenient time and place, any employment records of employees or other documents kept by the employer that are related to the suspected breach;
 - (b) shall not conduct interviews during normal working hours in the circumstances that will result in the employer's business being unduly interrupted or otherwise hampered;
 - (c) may make copies of the entries in the employment records or documents related to the suspected breach;
 - (d) shall treat with confidentiality any information obtained from employment records; and
 - (e) may, during working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.
- 10.2.6 An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned:
- (a) at least 24 hours' written notice, if the records or other documents are kept on the employer's premises; or
 - (b) at least 48 hours' written notice, if the records or other documents are kept elsewhere.
- 10.2.7 The provisions of subclause 10.2.6 do not apply where, in accordance with section 49I (7) of the Industrial Relations Act 1979, the WAIRC has waived the requirement for the authorized representative to give the employer concerned notice of an intended exercise of a power.
- 10.2.8 Where the WAIRC has waived the requirement to give the employer concerned notice of an intended exercise of a power, the authorised representative must, after entering the premises and before requiring the production of the records or documents, give the person who is apparently in charge of the premises the certificate or a copy of the certificate provided by the WAIRC under section 49I (8) of the Industrial Relations Act 1979 authorising the authorized representative's exercise of a power without notice.
- 10.2.9 If:
- (a) a person proposes to enter, or is on, premises in accordance with subclauses 10.2.2 or 10.2.3; and
 - (b) the occupier, including a person in charge of the premises, requests the person to show their authority,
- the person is not entitled to enter or remain on the premises unless they show the occupier the authority in force under the Industrial Relations Act 1979.
- 10.2.10 The occupier of premises must not refuse, or intentionally and unduly delay, entry to the premises by a person entitled to enter the premises under subclauses 10.2.2 and 10.2.3.
- 10.2.11 A person must not intentionally and unduly hinder or obstruct an authorised representative in the exercise of the powers conferred by this clause.
- 10.2.12 A person must not purport to exercise the powers of an authorised representative under this clause if the person is not the holder of a current authority issued by the Registrar under Division 2G of the Industrial Relations Act 1979.
- 10.2.13 The parties shall act consistently with the terms of Division 2G of Part II of the Industrial Relations Act 1979.

PART 11. - WHERE TO GO FOR FURTHER INFORMATION

The Australian, Rail, Tram and Bus Industry Union of Employees, West Australian Branch

Address: 2/10 Nash Street, EAST PERTH W.A. 6004
Telephone: 9225 6722
Facsimile: 9225 6733
Email: general@rtbuwa.asn.au

The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union of Workers - Western Australian Branch

Address: 121 Royal Street East Perth WA 6004
Phone: (08) 9223 0800
Fax: (08) 9225 4744
Email: amwuwa@amwu.asn.au

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Workers Union of Australia, Engineering and Electrical Division, WA Branch

Address: Unit 24, 257 Balcatta Rd, Balcatta WA 6021
Telephone: 9440 3522
Fax: 9440 3544
Web Address: <http://www.cepu.org.au>

Public Transport Authority of Western Australia

Address: PO Box 8125, PERTH BUSINESS CENTRE, 6849
Telephone: 9326 2000
E-mail: enquire@pta.wa.gov.au
Facsimile: 9326 2560

Western Australian Industrial Relations Commission,

Address: Level 16, 111 St. Georges Terrace, PERTH 6000
Telephone: 9420 4444
E-mail: webmaster@wairc.wa.gov.au
Facsimile: 9420 4500
Web Address: www.wairc.wa.gov.au
Toll Free: 1800 624 263

Department of Consumer & Employment Protection, Labour Relations,

Address: 3rd Floor, Dumas House, 2 Havelock Street, WEST PERTH 6005
Telephone: 9222 7700
E-mail: labourrelations@docep.wa.gov.au
Facsimile: 9222 7777
Wageline: 1300 655 266

PART 12. - OTHER LAWS AFFECTING EMPLOYMENT

INDUSTRIAL RELATIONS ACT 1979

www.wairc.wa.gov.au

MINIMUM CONDITIONS OF EMPLOYMENT ACT 1993

www.slp.wa.gov.au

WORKPLACE RELATIONS ACT 1996

www.airc.gov.au

SUPERANNUATION GUARANTEE (ADMINISTRATION) ACT 1992

www.austlii.edu.au/au/legis/cth/consol_act/sga1992430/ or link to

OCCUPATIONAL SAFETY AND HEALTH ACT 1984
www.safetyline.wa.gov.au

EQUAL OPPORTUNITY ACT 1984
www.oceo.wa.gov.au

SCHEDULE. - "A"

The Rail Tram and Bus Industry Employees Union Western Australian Branch -(formally known as the "Australian Railways Union of Employees W.A. Branch) and the Public Transport Authority recognise that on 12th November 1984 the parties entered into thirty-eight hour week arrangements, with those arrangements recorded in the document known as "Nineteen Day Month Agreement".

The parties continue to recognise the document as the arrangements entered into and will continue to recognise the document as an accurate record that clearly identified the structural changes that occurred at the time.

Attachment Two
Schedule A 107

MEMORANDUM

OF

AGREEMENT

WHEREBY IT IS AGREED that notwithstanding the provisions of the Railway Employees' Award Consolidated 1977, the ordinary hours of work for all wages employees in the Traffic Branch with the exception of those employed at the East Perth Workshop and Road Service garages at Kewdale and Bunbury shall be 38 per week in accordance with the following provisions:-

1. The calendar year will be divided into thirteen 4 weekly cycles. The ordinary hours worked within a 4 weekly cycle shall be 152 hours comprising 3 weeks of 40 hours and 1 week of 32 hours and shall be arranged in such manner that will allow 1 full day in the week when 32 hours are worked to be observed as the extra day off.
2. Subject to Westrail's requirements for each location the ordinary hours for the cycle will be arranged to provide for one extra day off each cycle.
 - (i) On the first or last working day of the week in conjunction with a weekend off duty; or
 - (ii) On any weekday provided that where possible the extra day off will be rostered in conjunction with the employee's rostered day off. Provided further that the rostered day off is to be accommodated in the roster prior to arranging the extra day off.

For timekeeping requirements the extra day off will be regarded as 8 hours.

- 17
- 1.1 An employee may make written application by no later than January 19 1985. for payment in cash if he considers payment by any other method will cause him undue hardship.
 - 1.2 Such applications will be subject to acceptance by senior officers only.
 - 1.3 Management and Union officials undertake to discuss any dispute concerning individual applications for each payment.
 - 1.4 Any disputation, regarding payment in cash, which cannot be resolved by discussion between Management and Union Officials may be referred to the Western Australian Industrial Commission for determination.
 - 1.5 All employees to nominate, by Procuracy order, as soon as possible and by no later than February 23 1985, the institution, and account number, to which they require their wages paid.
 - 1.6 This will provide for the payment of wages into such institutions to be fully effective no later than period ending March 9 1985.
 - 1.7 All new employees engaged on, and after, September 16 1984 shall have their wages paid into an account as per 1, and they shall not be eligible for consideration of cash payments.
 2. Implementation of two man train crew working in the terms of the agreement contained in the Union's letter to Chief Traffic Manager dated September 28 1984 reference A/30/84/384.

85/6

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- 19
168
3. Where because of Westrail's requirement it is not possible for some employees to have an extra day off each cycle in accordance with the foregoing provisions, 40 hours per week will continue to be worked and one extra day off will be accrued for each cycle.
 4. Where a public holiday falls on the extra day off an alternative day off will be substituted in lieu.
 5. Where, to meet the needs of Westrail an employee is required to work on his extra day off, no overtime will be paid in respect of the first 8 hours for the shift but that employee will be granted an alternative day off. The alternative day will be another day in the cycle as agreed between management and the employee.
 6. All part time employees will be paid for hours actually worked and will not accumulate credits towards an extra day off.
 7. Where special rates or allowances are expressed as weekly amounts (calculated on the basis of a standard of forty ordinary hours), there shall be no variation to such amounts on account of the introduction of the 38 hour week.
 8. Annual Leave - Where annual leave is cleared during the year each period of four weeks annual leave will include the extra day off duty for that particular work cycle and there will be no additional pay or leave in lieu of that extra day off.
 9. Higher Capacity - Where to meet operational requirements, it is considered necessary for employees to act in another capacity while the permanent occupant is on an extra day off higher capacity payment will apply.

Further, where an employee is clearing accrued days in accordance with paragraph 3 of this agreement higher duty allowance will be paid to his relief.

10. Sick and Compassionate Leave - Where an employee is on an extra day off he will not be entitled to claim sick or compassionate leave for that day.
11. Overtime provisions will not apply until after 8 hours have been worked on each day.
12. There will be no extra day off duty applicable to employees while on long service leave nor any credit accumulated for such periods of leave i.e. there will be no additional days granted in lieu.
13. There will be no extra days off duty applicable to employees who are on leave without pay.
14. Sick leave entitlement will be debited on the basis of a rostered shift and will include an accrual towards his extra day off.
15. An employee on workers' compensation will be paid and accrue credits on the same basis as would have applied had he been at work.
16. Any annual leave, public holidays or sick leave entitlement accumulated to an employee as at September 16 1984 shall be adjusted in hours in the ratio of 38 to 40.
17. This agreement will operate from September 16 1984 and will be subject to review on June 30 1985.

TRADE OFFS

1. Payment of all employees wages into accounts, (nominated by each employee) with a Savings Bank, Trading Bank (cheque account), Building Society or Credit Union (either Railways Institute or Railway Officers).

- 17
- 1.1 An employee may make written application by no later than January 19 1985. for payment in cash if he considers payment by any other method will cause him undue hardship.
 - 1.2 Such applications will be subject to acceptance by senior officers only.
 - 1.3 Management and Union officials undertake to discuss any dispute concerning individual applications for each payment.
 - 1.4 Any disputation, regarding payment in cash, which cannot be resolved by discussion between Management and Union Officials may be referred to the Western Australian Industrial Commission for determination.
 - 1.5 All employees to nominate, by Procuration order, as soon as possible and by no later than February 23 1985, the institution, and account number, to which they require their wages paid.
 - 1.6 This will provide for the payment of wages into such institutions to be fully effective no later than period ending March 9 1985.
 - 1.7 All new employees engaged on, and after, September 16 1984 shall have their wages paid into an account as per 1, and they shall not be eligible for consideration of cash payments.
 2. Implementation of two man train crew working in the terms of the agreement contained in the Union's letter to Chief Traffic Manager dated September 28 1984 reference A/30/84/384.

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Signed on behalf of the parties hereto this ¹² day of November 1984.

SIGNED *[Signature]*
for and on behalf of the
Western Australian Government
Railways Commission

SIGNED *J. E. Hainey State Sec.*
for and on behalf of the
Australian Railways Union (WA Branch)

*Copy to
Chief Accountant
Chief Traffic Manager
on 12/11*

SCHEDULE - "B"

The Rail Tram and Bus Industry Employees Union Western Australian Branch -(formally known as the "Australian Railways Union of Employees W.A. Branch) and the Public Transport Authority recognise that on 7th October 1988 the parties entered into thirty-eight hour week arrangements, specified in the Order arising out of Matter C No. 1304 of 1988 in the WAIRC and known as the "Nine Day Fortnight Agreement" (copy attached).

The parties continue to recognise the document as the arrangements entered into and will continue to recognise the document as an accurate record that clearly identified the structural changes that occurred at the time.

9 DAY FORTNIGHT

Attachment Two
Schedule B
Western

173

WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION
INDUSTRIAL RELATIONS ACT, 1979

s.44

Western Australian Government Railways
Commission

- and -

Electrical Trades Union of Workers of
Australia (Western Australian Branch),
Perth and Others

(No. C 1304 of 1988)

Railway Employees Award No. 18 of 1969

railways employees railways

CHIEF COMMISSIONER W.S. COLEMAN

7 October 1986

ORDER

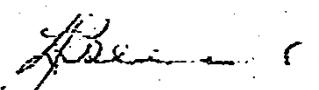
HAVING heard Mr O. Wood on behalf of the Electrical Trades
Union of Workers of Australia (West Australian Branch), Perth,
Australasian Society of Engineers, Moulders and Foundry Workers
Industrial Union of Workers, Western Australian Branch,
Amalgamated Metal Workers and Shipwrights Union of Western
Australia, and Mr R.C. Wells on behalf of the Australian
Railways Union of Workers West Australian Branch and
Mr R. Horton on behalf of the Western Australian Government
Railways Commission and being satisfied that the parties have
reached agreement on the implementation of an arrangement for a
'seventy six hour nine day fortnight' in terms of the
requirements to meet cost neutrality and to be subject to or
going productivity measuring in each work area, and by consent,
hereby orders -

THAT notwithstanding the provisions of the Railway
Employees' Award No. 18 of 1969 the ordinary hours of
work for all wages grade employees engaged in the

124

2.

Agreement entered into between the named unions and the Western Australian Government Railways Commission shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturday and Sundays totalling 76 hours in each fortnight under conditions specified in the following Seventy Six Hour Nine Day Fortnight Agreement.


CHIEF COMMISSIONER

175

SEVENTY SIX HOUR NINE DAY FORTNIGHT AGREEMENT

This agreement made in pursuance of the Western Australian Industrial Relations Act, 1979, this Seventh day of October, 1988, between the Western Australian Government Railways Commission of one part and the Australian Railways Union of Workers (WA Branch), Electrical Trades Union of Australia, WA Branch, Australasian Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, WA Branch, and the Amalgamated Metal Workers' and Shipwrights' Union of Western Australia of the other part, witnesseth that the parties hereto mutually covenant and agree to one with the other as follows:

Whereby it is agreed that notwithstanding the provisions of the Railway Employees' Award ^{No. 12 of 1968} 1968 the ordinary hours of work for all wages grade employees employed in the locations specified in Schedules A, B and C to this Agreement shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturdays and Sundays totalling 76 hours in each fortnight under the following conditions:

(1) HOURS OF DUTY

The ordinary hours of work for all employees shall be 38 hours a week and shall be arranged to provide nine working days exclusive of Saturdays and Sundays totalling 76 hours in each fortnight under the following conditions.

- (a) 8.5 hours shall constitute the ordinary working hours on any eight days of the fortnight.
- (b) Subject to paragraph (4) (b) (i), 8 hours shall constitute the ordinary working hours on the ninth or remaining working day in the fortnight.

(c) Where any part of the establishment subject to clause 38 (2). - Shift and/or Night Work of the Award is required to work shifts, the ordinary hours of duty in accordance with clause 39(2)(d). - Hours of Duty of the Award for day shift in that part of the establishment shall be as specified in Schedules A, B and C to this Agreement.

(2) HOURS OF ATTENDANCE

For workers other than shift workers and those whose duties require an earlier or later start time the usual working hours at the place of work will be as specified in Schedules A, B and C to this Agreement.

The times specified in Schedules A, B and C to this Agreement may be varied by agreement between the employer and the employees concerned.

(3) ROSTERED DAY OFF

A rostered day off shall be arranged each fortnight and this shall, where practicable, be a Friday or a Monday, except as where otherwise provided for in Schedule C.

As necessary, an employee having the ability and as necessary the appropriate training to carry out the task will be nominated by the employer to undertake the work of other employees absent on a rostered day off and no ban or limitation will be imposed on this requirement while nine day fortnight working remains in place.

(4) WORK ON ROSTERED DAY OFF

(a) Work on locomotives, rollingstock, track and signals and other work etc., to meet traffic, operational and maintenance needs etc.

System.

(i) Systematic working will not take place on the rostered day off.

(ii) Where circumstances allow employees required to work on the rostered day off will be selected from volunteers in accordance with ability to carry out the task. In the event that no suitable volunteers are available, employees will be nominated by the employer, taking into account any reason advanced for not being available on that day.

(iii) Any disagreement that the work must be carried out on the rostered day off will be determined by a Board of Reference

(iv) Where there is insufficient time to convene the Board of Reference before the day or shift concerned then the work shall proceed as determined by the employer, and the Board shall be authorised to determine that overtime rates shall apply in lieu of an alternative day

off if, in its opinion, the work could have reasonably been undertaken during normal working times without holding up normal production.

- (v) Employees who with prior notice (see para (6) for "Call outs"), work on the rostered day off will take their alternative rostered day off on the following Monday or Friday or any other day within the same nine day fortnight as mutually agreed by the employer and employee. Where the scheduled rostered day off is the last Friday of the working fortnight then the alternative rostered day off shall be taken on the Monday or Friday of the ensuing working fortnight or any other day in that ensuing fortnight as mutually agreed by the employee and employer. The day will not be accumulated: Provided further that in respect to employees provided for in Schedule A, in particular Caretaker gangs, that when extremes of climactic conditions may prevail (eg. heat waves, floods etc) then arrangements may be made to clear the rostered day off in ensuing periods.

179

(b) General

- (i) For employees required to work on the rostered day off, the length of the shift worked and hours of attendance will be 8.5 hours to provide for an alternative 8.5 hours rostered day off. Where the alternative day off falls on a day when only 8 hours is worked the extra half hour will be paid at ordinary rates.
- (ii) Subject to paragraph (9)(a) there shall be no extra payment for work on a rostered day off except as determined by the Board of Reference.
- (iii) Subject to paragraph (iv) hereunder, an employee required to work during the usual meal time on the rostered day off shall be paid in accordance with Clause 40(2)(i).- Overtime, Saturday and Sunday Time, of the Award.
- (iv) In the case of an employee in the Civil Engineering or Communications and Signals Branches, where the operational requirements warrants, the usual meal break for all employees may be commenced between the fourth and fifth and a quarter hours from usual commencing time

-6-

without incurring overtime penalties and may be varied to comprehend the changes to Hours of Attendance times as provided for in Schedules A and B.

(5) OVERTIME

Overtime provisions will not apply until after the ordinary hours of 8.5 or 8 hours as provided in paragraph (1) have been worked on each day.

(6) CALL OUT

(a) An employee "called out" for an emergency on the rostered day off, shall be paid in accordance with the normal Award provisions (Clause 40. - Overtime, Saturday or Sunday time) for working on a day normally rostered off duty.

(b) Another day off duty is not granted in lieu.

(7) PAYMENT OF ALLOWANCES

(a) Weekly allowances as prescribed in the Award shall not be reduced as a consequence of the introduction of a nine day fortnight.

(b) No higher duty allowances will be paid to employees covered by this agreement when required to act in another capacity (wages or salaries) while the permanent occupant is on a rostered day off duty: Provided that where a worker is rostered in a higher position as Trackmaster or Foreman Claisebrook Railcar Depot,

(8) LEAVE AND PUBLIC HOLIDAYS

- (a) An employee on a rostered day off will not be entitled to claim either sick leave or compassionate leave for that day.
- (b) Where a public holiday falls on a rostered day off, the preceding or following working day as determined by the employer shall be observed in lieu of the rostered day off.
- (c) A paid holiday or a day cleared in lieu of work on such day shall be the usual rostered hours of 8.5 or 8 as provided in paragraph (1).
- (d) Public holiday penalty at time and one half will apply on the first 8 or 8.5 hours as provided in paragraph (1).
- (e) For the purpose of Clause 35(3)(b). - Annual Leave and Holidays of the Award 8 hours means 8 hours at the 40 hour hourly rate or 7.6 hours at the 38 hour hourly rate.
- (f) For the purpose of Clause 35(1)(a)(i). - Annual Leave and Holidays of the Award four weeks annual leave shall mean 152 hours.
- (g) For the purpose of long service leave as prescribed in the General Order for Long Service Leave Conditions, State Government Wages Employees, 13 weeks leave shall mean the usual rostered hours falling during the period of

-8-

(b) In taking annual or long service leave, if an employee's entitlement expires part way through a day, the employee shall have the option of resuming duty for that full day or take the balance of the day as approved leave without pay.

(i) An employee's sick leave entitlement will be debited on the basis of the ordinary hours usually worked.

(9) SHIFT WORK

(a) Week day shift work penalties shall apply to employees required to work on the rostered day off.

(b) The sequence of shifts shall not be regarded as broken by virtue of the rostered day off.

(10) APPRENTICES

To meet their schooling requirements, apprentices may have their rostered day off changed at short notice.

(11) WORK AWAY FROM HOME DEPOT/STATION

(a) Employees required to work at other locations for relief purposes will be required to attend for work under the conditions in force at the temporary location.

(b) Entitlement to a rostered day off on a nine day fortnight basis or on a 19 day month basis will be determined according to the period of relief and the number of hours accrued in the working fortnight.

-9-

(c) Where because of the operation of paragraph (11) (b) an employee has accumulated extra time toward a nine day fortnight that is not subsequently taken because of the change in location the excess credit time above 76 hours a fortnight or 152 hours a four weekly cycle will be paid for at ordinary rates.

(d) Where an employee is required to work away from the home depot/station, selection will be on a voluntary basis in accordance with ability to carry out the tasks. In the event that no suitable volunteers are available employees will be nominated by the employer to work away after taking into account any extenuating circumstances.

(12) PRODUCTIVITY

Employees subject to this Agreement shall participate in programmes of measuring and monitoring systems and supervision techniques established by the employer and which have the objective of eliminating or reducing significantly losses related to productivity and communications. No ban or limitations shall be placed by employees on participation in such systems and/or techniques while nine day fortnight working remains in place.

(13) TRADE OFFS

The following trade offs agreed to on introduction of the 38 hour week will continue to apply under this 9 day fortnight agreement:

-10-

- (a) Payment of all employees wages into accounts, (nominated by the employee) with a Savings Bank, Trading Bank (cheque account), Building Society or Credit Union (Westbond or Railway Officers').
- (b) Elimination of washing up time.
- (c) Elimination of afternoon tea breaks in the Civil Engineering Branch.
- (d) Agree in principle to the elimination of all stop work meetings other than for safety reasons.
- (e) Broadbanding of positions. Introduction of broadbanding is to be at management discretion but subject to consultation and agreement with Unions.
- (f) In the Civil Engineering Branch and the Motive Power Division, employees to commence washing up and/or prepare for departure after the commencement of their meal break and at close of shift. Staff may be permitted by their person-in-charge to wash up after completing particularly dirty assignments as would normally be the case.
- (g) In the Civil Engineering Branch, where operational requirements warrant, the usual meal break for all employees may be commenced between the fourth and fifth hour from commencing duty without incurring overtime penalties. However, existing conditions for "Special Teams" will continue to apply.

-11-

(h) In the Motive Power Division, plant maintenance at Forrestfield Diesel Depot to be carried out on the day the depot is closed in lieu of doing this work on a Saturday.

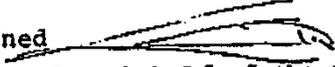
(i) In the Communications and Signals Branch, morning tea break to be ordinarily taken between 0930 hours and 0940 hours throughout the branch where practicable and preparation for morning tea, lunch break and knock-off not to be in working time.

(14) OPERATIVE DATE

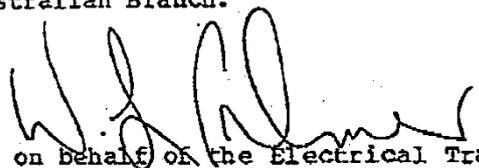
This agreement will commence to operate from 10 October 1988: Provided that at the conclusion of six months from the date of commencement of the nine day fortnight where provided for in this agreement, the parties may take the opportunity to review the operation of the agreement.

180

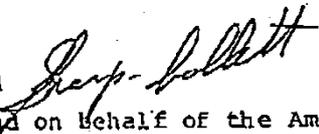
Signed on behalf of the parties hereto
this day of
1988.

Signed 
For and on behalf of the Western
Australian Government Railways
Commission.

Signed 
For and on behalf of the Australian
Railways Union of Workers
West Australian Branch.

Signed 
For and on behalf of the Electrical Trades
Union of Australia, Western
Australian Branch.

Signed 
For and on behalf of the Australasian
Society of Engineers, Moulders and Foundry
Workers Industrial Union of Workers, WA
Branch.

Signed 
For and on behalf of the Amalgamated Metal
Workers' and Shipwrights' Union of Workers
of Western Australia.

SCHEDULE A

This Schedule shall apply to workers employed in the Civil Engineering Branch, but shall not apply to Length Runners and those who are engaged on "Special Teams Conditions" either on a permanent or temporary basis except that the Hours of Duty provisions in this Schedule shall also apply to those on "Special Teams Conditions".

HOURS OF DUTY

The ordinary hours of duty in accordance with paragraph (1). - Hours of Duty; sub paragraph (c) of the Agreement shall be between the hours of ~~0600 hours and 1700 hours Monday to Friday~~ inclusive for the duration of the working of shifts and these hours shall also apply to employees working under "Special Teams Conditions".

HOURS OF ATTENDANCE

- o Structures Staff, including Metropolitan Gardening Gang and Road Approaches Gang.
- o Mobile Gangs

On an 8.5 hour shift 0715 hours to 1615 hours.

On an 8 hour shift 0715 hours to 1545 hours

Lunch 1200 hours to 1230 hours

-14-

19/76

o Caretaker Gangs

On an 8.5 hour shift 0730 hours to 1630
hours

On an 8 hour shift 0730 hours to 1600
hours

Lunch 1200 hours to 1230
hours

Provided that between the months of November, to March inclusive, by prior arrangement between the employer and employees, the time of commencing duty may be varied to commence no earlier than 0600 hours and no later than 0800 hours with a consequential adjustment to the time of ceasing duty to comprehend an 8.5 hour or 8 hour shift as the case may be: Provided further that the commencement of duty after 0730 hours shall only occur in circumstances where the forecasted or existing weather is such that 'heat wave' conditions may prevail. In these circumstances the later commencing time cannot begin until 24 hours notice has been given and shall remain in force for the remainder of the week if commenced part way through a week or in discrete periods of one week. As soon as the 'heat wave' conditions cease to prevail, the commencing duty time shall revert to that previously applying..

o Flashbutt Welding Depot

On an 8.5 hour shift 0700 hours to 1600
hours

On an 8 hour shift 0700 hours to 1530
hours

- o Miscellaneous Staff (eg. Staff engaged on Thermit Welding activities).

Other employees of the Branch not attached to the locations/groups specified in the foregoing will have their hours of attendance - subject to paragraph 1. - Hours of Duty of the Agreement - arranged in accordance with the location at which they are working.

Scanned

15 MAR 2006

File no:

VARIATION RECORD

Variation Record Ins Following Order APPL 4/2006. For past Variations see Old Variation Record below

RAILWAY EMPLOYEES' AWARD No. 18 OF 1969

Delivered 25/07/69 at 49 WAIG 631

Consolidated at 67 WAIG 1550 Section s93(6)

Consolidation 13/08/92 at 72 WAIG 1883

CLAUSE NO.	EXTENT VARIATION	OF ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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PART 1. – APPLICATION AND OPERATION

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.1. - Title

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.2. - Arrangement

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.3. – Area and Scope

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.4. - Term

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.5. – No Reduction

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.6. – Introduction of Change

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.7. - Definitions

	Cl Ins	4/06	23/03/06	86 WAIG 807
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1.8. – Structural Efficiency

	Cl Ins	4/06	23/03/06	86 WAIG 807
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PART 2. – CONTRACT OF EMPLOYMENT

	Cl Ins	4/06	23/03/06	86 WAIG 807
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2.1. – Contract of Employment

CI Ins 4/06 23/03/06 86 WAIG 807

2.2. – Notice of Termination

CI Ins 4/06 23/03/06 86 WAIG 807

2.3. – Charges against Employees

CI Ins 4/06 23/03/06 86 WAIG 807

2.4. – Absence from Duty

CI Ins 4/06 23/03/06 86 WAIG 807

2.5. – Employee Performing Higher Duties

CI Ins 4/06 23/03/06 86 WAIG 807

PART 3. – HOURS OF DUTY

CI Ins 4/06 23/03/06 86 WAIG 807

3.1. – Traffic Section

CI Ins 4/06 23/03/06 86 WAIG 807

3.2. – Other than Traffic

CI Ins 4/06 23/03/06 86 WAIG 807

3.3. – Overtime Traffic Section

CI Ins 4/06 23/03/06 86 WAIG 807

3.4. – Overtime – Other than Traffic

CI Ins 4/06 23/03/06 86 WAIG 807

3.5. – Meal and Rest Breaks

CI Ins 4/06 23/03/06 86 WAIG 807

3.6. – Minimum Time off Duty

CI Ins 4/06 23/03/06 86 WAIG 807

3.7. – Guaranteed Week

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 4. – CLASSIFICATION STRUCTURE RATES OF PAY

CI Ins	4/06	23/03/06	86 WAIG 807
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4.1 – Award Classification Structure

CI Ins	4/06	23/03/06	86 WAIG 807
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4.2. – Rates of Pay

Cl. Ins	4/06	23/03/06	86 WAIG 807
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Cl.	957/05	07/07/06	86 WAIG 1631 & 2323
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Cl.	1/07	01/07/07	87 WAIG 1487 & 2241
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Cl.	115/07	01/07/08	88 WAIG 773 & 1451
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Cl.	1/09	01/10/09	89 WAIG 735 & 1883
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Cl.	2/10	01/07/10	90 WAIG 568 & 1280
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Cl.	2/11	01/07/11	91 WAIG 1008 & 1680
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Cl.	2/12	01/07/12	92 WAIG 1433
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Cl.	1/13	01/07/13	93 WAIG 1101
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Cl.	1/14	01/07/14	94 WAIG 1316
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Cl.	1/15	01/07/15	95 WAIG 1285
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Cl.	1/16	01/07/16	96 WAIG 1134
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Cl.	1/17	01/07/17	97 WAIG 1200
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Cl.	1/18	01/07/18	98 WAIG 263 & 919
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Cl	1/19	01/07/19	99 WAIG 509 & 1245
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4.3. – Experience Allowance

Cl. Ins	4/06	23/03/06	86 WAIG 807
Cl.	141/10	26/08/10	91 WAIG 2321
Cl.	141/10	01/07/11	91 WAIG 2321
Cl.	2/14	04/02/14	94 WAIG 213
Cl.	28/14	19/09/14	95 WAIG 236
Cl.	20/16	29/04/16	96 WAIG 442
Cl.	58/16	10/03/17	97 WAIG 269
Cl.	76/17	08/09/17	97 WAIG 1439
Cl.	10/19	04/06/19	99 WAIG 551
Cl. 4.3	45/19	16/01/20	100 WAIG 99

4.4. – Tool Allowance

Cl. Ins	4/06	23/03/06	86 WAIG 807
Cl. 4.4.1(a)	141/10	26/08/10	91 WAIG 2321
Cl. 4.4.1(a)	141/10	01/07/11	91 WAIG 2321
Cl. 4.4.1(a)	2/14	04/02/14	94 WAIG 213
Cl. 4.4.1(a)	28/14	19/09/14	95 WAIG 236
Cl. 4.4.1(a)	20/16	29/04/16	96 WAIG 442
Cl. 4.4.1(a)	58/16	10/03/17	97 WAIG 269
Cl. 4.4.1(a)	76/17	08/09/17	97 WAIG 1439
Cl. 4.4.1(a)	10/19	04/06/19	99 WAIG 551
Cl. 4.4.1(a)	45/19	16/01/20	100 WAIG 99

4.5. – Leading Hand Allowance

Cl. Ins	4/06	23/3/06	86 WAIG 807
Cl.	141/10	26/08/10	91 WAIG 2321

Cl.	141/10	01/07/11	91 WAIG 2321
Cl.	2/14	04/02/14	94 WAIG 213
Cl.	28/14	19/09/14	95 WAIG 236
Cl.	20/16	29/04/16	96 WAIG 442
Cl.	58/16	10/03/17	97 WAIG 269
Cl.	76/17	08/09/17	97 WAIG 1439
Cl.	10/19	04/06/19	99 WAIG 551
Cl. 4.5	45/19	16/01/20	100 WAIG 99

4.6. – Electrical Licence Allowance

Cl. Ins	4/06	23/03/06	86 WAIG 807
Cl.	141/10	26/08/10	91 WAIG 2321
Cl.	141/10	01/07/11	91 WAIG 2321
Cl.	2/14	04/02/14	94 WAIG 213
Cl.	28/14	19/09/14	95 WAIG 236
Cl.	20/16	29/04/16	96 WAIG 442
Cl.	58/16	10/03/17	97 WAIG 269
Cl.	76/17	08/09/17	97 WAIG 1439
Cl.	10/19	04/06/19	99 WAIG 551
Cl. 4.6	45/19	16/01/20	100 WAIG 99

4.7. – Apprentices

Cl. Ins	4/06	23/03/06	86 WAIG 807
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4.8. – Traineeships

Cl. Ins	4/06	23/03/06	86 WAIG 807
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4.9. – Minimum Wage

Cl. Ins	4/06	23/03/06	86 WAIG 807
Cl.	957/05	07/07/06	86 WAIG 1631 & 2323
Cl.	1/07	01/07/07	87 WAIG 1487 & 2241
Cl.	115/07	01/07/08	88 WAIG 773 & 1451
Cl.	1/09	01/10/09	89 WAIG 735 & 1883
Cl.	2/10	01/07/10	90 WAIG 568 & 1280
Cl.	2/11	01/07/11	91 WAIG 1008 & 1680
Cl.	2/12	01/07/12	92 WAIG 1433
Cl.	1/13	01/07/13	93 WAIG 1101
Cl.	1/14	01/07/14	94 WAIG 1316
Cl.	1/15	01/07/15	95 WAIG 1285
Cl.	1/16	01/07/16	96 WAIG 1134
Cl.	1/17	01/07/17	97 WAIG 1200
Cl.	1/18	01/07/18	98 WAIG 263 & 919
Cl	1/19	01/07/19	99 WAIG 509 & 1245

4.10. – Supported Wage

Cl. Ins	4/06	23/03/06	86 WAIG 807
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4.11. – Classification Definitions

Cl. Ins	4/06	23/03/06	86 WAIG 807
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4.12. – Criteria Progression

Cl. Ins	4/06	23/03/06	86 WAIG 807
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PART 5. – ALLOWANCES AND FACILITES

Cl. Ins	4/06	23/03/06	86 WAIG 807
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5.1. – On Call Allowance

Cl. Ins	4/06	23/03/06	86 WAIG 807
Cl. 5.1.2	141/10	26/08/10	91 WAIG 2321
Cl. 5.1.2	141/10	01/07/11	91 WAIG 2321
Cl. 5.1.2	2/14	04/02/14	94 WAIG 213
Cl. 5.1.2	28/14	19/09/14	95 WAIG 236
Cl. 5.1.2	20/16	29/04/16	96 WAIG 442
Cl. 5.1.2	58/16	10/03/17	97 WAIG 269
Cl. 5.1.2	76/17	08/09/17	97 WAIG 1439
Cl. 5.1.2	10/19	04/06/19	99 WAIG 551
Cl. 5.1.2	45/19	16/01/20	100 WAIG 99

5.2. – Signal Technicians Stand By Roster Provisions

Cl Ins	4/2006	23/03/06	86 WAIG 807
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5.3. – After Hours Contact: Meals and Expenses

Cl Ins	4/2006	23/03/06	86 WAIG 807
Cl. 5.3.1(a)	141/10	26/08/10	91 WAIG 2321
Cl. 5.3.1(a)	141/10	27/04/11	91 WAIG 2321
Cl 5.3.1(a)	2/14	04/02/14	94 WAIG 213
Cl 5.3.1 & 5.3.2	28/14	19/09/14	95 WAIG 236
Cl 5.3.1(a)	20/16	29/04/16	96 WAIG 442
Cl 5.3.1(a)-(b)	58/16	10/03/17	97 WAIG 269
Cl. 5.3.1(a)	10/19	04/06/19	99 WAIG 551
Cl. 5.3.1(a)	45/19	16/01/20	100 WAIG 99

5.4. – Away from Home and Meal Allowance

Cl Ins	4/06	23/03/06	86 WAIG 807
Cl. 5.4.2	141/10	26/08/10	91 WAIG 2321
Cl. 5.4.3	141/10	26/08/10	91 WAIG 2321
Cl. 5.4.5	141/10	26/08/10	91 WAIG 2321
Cl. 5.4.2	141/10	01/07/11	91 WAIG 2321
Cl. 5.4.5	141/10	01/07/11	91 WAIG 2321
Cl 5.4.2	2/14	04/02/14	94 WAIG 213
Cl 5.4.5	2/14	04/02/14	94 WAIG 213
Cl 5.4.2	28/14	19/09/14	95 WAIG 236
Cl 5.4.5	28/14	19/09/14	95 WAIG 236
Cls 5.4.2 & 5.4.5	20/16	29/04/16	96 WAIG 442
Cl 5.4.2 & 5.4.5	58/16	10/03/17	97 WAIG 269
Cl 5.4.2 & 5.4.5	76/17	08/09/17	97 WAIG 1439
Cl. 5.4.2 & 5.4.5	10/19	04/06/19	99 WAIG 551
Cl. 5.4.2 & 5.4.5	45/19	16/01/20	100 WAIG 99

5.5. – Travelling Time – Other Than Traffic

Cl Ins	4/06	23/03/06	86 WAIG 807
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5.6. – Travelling Time – Traffic

Cl Ins	4/06	23/03/06	86 WAIG 807
Cl. 5.6.1-3	141/10	26/08/10	91 WAIG 2321
Cl. 5.6.2	141/10	13/12/10	91 WAIG 2321
Cl. 5.6.3	141/10	01/07/11	91 WAIG 2321
Cl 5.6.2 & 5.6.3	2/14	04/02/14	94 WAIG 213
Cl 5.6.2 & 5.6.3	28/14	19/09/14	95 WAIG 236

Cls 5.6.2 & 5.6.3	20/16	29/04/16	96 WAIG 442
Cl 5.6.3	58/16	10/03/17	97 WAIG 269
Cl 5.6.3	76/17	08/09/17	97 WAIG 1439
Cl. 5.6.3	10/19	04/06/19	99 WAIG 551
Cl. 5.6.3	45/19	16/01/20	100 WAIG 99

5.7. – Meal Allowance

Cl Ins	4/06	23/03/06	86 WAIG 807
Cl	141/10	26/08/10	91 WAIG 2321
Cl	141/10	27/04/11	91 WAIG 2321
Cl 5.7.1 & 5.7.2	2/14	04/02/14	94 WAIG 213
Cl 5.7.1 & 5.7.2	28/14	19/09/14	95 WAIG 236
Cl	20/16	29/04/16	96 WAIG 442
Cl 5.7.2	58/16	10/03/17	97 WAIG 269
Cl.	10/19	04/06/19	99 WAIG 551
Cl. 5.7	45/19	16/01/20	100 WAIG 99

5.8. – Shift Allowance

Cl Ins	4/06	23/03/06	86 WAIG 807
Cl. 5.8.1	141/10	26/08/10	91 WAIG 2321
Cl. 5.8.1	141/10	01/07/11	91 WAIG 2321
Cl 5.8.1	2/14	04/02/14	94 WAIG 213
Cl 5.8.1	28/14	19/09/14	95 WAIG 236
Cl 5.8.1	20/16	29/04/16	96 WAIG 442
Cl 5.8.1	58/16	10/03/17	97 WAIG 269
Cl 5.8.1	76/17	08/09/17	97 WAIG 1439

Cl. 5.8.1	10/19	04/06/19	99 WAIG 551
Cl. 5.8.1	45/19	16/01/20	100 WAIG 99

5.9. – Uniforms, Protective Clothing and Equipment

Cl Ins	4/06	23/03/06	86 WAIG 807
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PART 6. – LEAVE

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.1. – Annual Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.2. – Public Holidays

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.3. – Sick/Carer's Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.4. – Bereavement Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.5. – Study Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.6. – Blood/Plasma Donor Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.7. – Emergency Services Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.8. – Defence Force Reserves Leave

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.9 – Leave Without Pay

Cl Ins	4/06	23/03/06	86 WAIG 807
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6.10. – Parental Leave

CI Ins	4/06	23/03/06	86 WAIG 807
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6.11. – Long Service Leave

CI Ins	4/06	23/03/06	86 WAIG 807
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6.12. – Training

CI Ins	4/06	23/03/06	86 WAIG 807
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6.13. – Leave to Attend Union Business

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 7. – DISPUTE RESOLUTION PROCEDURE

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 8. – SUPERANNUATION

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 9. – NAMED PARTIES TO THE AWARD

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 10. – REGISTERED ORGANISATION MATTERS

CI Ins	4/06	23/03/06	86 WAIG 807
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10.1. – Facilities for Workplace Delegates

CI Ins	4/06	23/03/06	86 WAIG 807
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10.2. – Right of Entry to Investigate Breaches

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 11. – WHERE TO GO FOR FURTHER INFORMATION

CI Ins	4/06	23/03/06	86 WAIG 807
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PART 12. – OTHER LAWS AFFECTING EMPLOYMENT

CI Ins	4/06	23/03/06	86 WAIG 807
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Schedule "A"

CI Ins	4/06	23/03/06	86 WAIG 807
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Schedule "B"

CI Ins	4/06	23/03/06	86 WAIG 807
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RAILWAY EMPLOYEES' AWARD

AWARD MODERNISED BY APPL 4 OF 2006 REFER TO VARIATION RECORDS ABOVE.

NO. 18 OF 1969

Delivered 25/07/69 at 49 WAIG 631
Consolidated at 67 WAIG 1550 Section s93(6)
Consolidation 13/08/92 at 72 WAIG 1883

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
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1. Title

(1A. Named Parties)

Ins. Cl.	478/93	11/05/93	73 WAIG 1669
Del. Cl.	1642/97	04/12/97	78 WAIG 503

(1.1 State Wage Principles)

Ins. cl.	1752/91	31/01/92	72 WAIG 191
Cl. & title	1457/93	24/12/93	74 WAIG 198

(1.1 State Wage Principles December 1993)

Cl. & title	985/94	30/12/94	75 WAIG 23
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(1.1 Statement of Principles December 1994)

Cl. & Title	1164/95	21/03/96	76 WAIG 911
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(1A. Statement of Principles March 1996)

Cl & Title	915/96	7/08/96	76 WAIG 3368
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(1A Statement of Principles - August 1996)

Cl & Title	940/97	14/11/97	77 WAIG 3177
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(1A. Statement of Principles - November 1997)

Cl. & Title	757/98	12/06/98	78 WAIG 2579
(1A. Statement of Principles - June, 1998)			
Del. Cl. & Title	609/99	06/07/99	79 WAIG 1843
1B. Named Parties			
Ins.	1642/97	04/12/97	78 WAIG 503
Text	436/99	20/06/99	79 WAIG 2020
2. Arrangement			
Ins. 2A.	854/88	15/09/88	69 WAIG 617
Cl. 30 amd.	521/88	28/05/89	69 WAIG 2737
2A deleted	1940/89	08/09/89	69 WAIG 2913
29.	145/89	25/09/89	69 WAIG 3358
Cl.	1715/89(R)	27/10/89	70 WAIG 442
30. title	2829/89	09/05/90	70 WAIG 3720
Cl.	264A/90(R2)	18/05/90	70 WAIG 3274
Ins. 20	761/91	02/07/91	71 WAIG 1863
EDIT NOTE Correction req. 761/91 as 20. inserted but 20. Deleted still remains.			
24 - Title	1474/91	28/10/91	71 WAIG 2995
Ins. 1.1.	1752/91	31/01/92	72 WAIG 191
Cl.	1565/92	08/01/93	73 WAIG 754
Ins. 1A	478/93	11/05/93	73 WAIG 1669
1A. Title	1457/93	24/12/93	74 WAIG 198
1A. Title	985/94	30/12/94	75 WAIG 23
1A. Title	1164/95	21/03/96	76 WAIG 911
Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG 2768

Ins. Appendix - S.49B...	694/96	16/07/96	76 WAIG 2789
1A. Title	915/96	7/08/96	76 WAIG 3368
1A. - Named Parties renum. as 1B	1642/97	04/12/97	78 WAIG 503
1A	940/97	14/11/97	77 WAIG 3177
Del. App S49B - Inspect	491/98	16/04/98	78 WAIG 1471
1A. Title	757/98	12/06/98	78 WAIG 2579
Del. 1A	609/99	06/07/99	79 WAIG 1843
(2A. State Wage Principles - September 1988)			
Ins. Cl.	854/88	15/09/88	69 WAIG 617
deleted by G.O.	1940/89	08/09/89	69 WAIG 2913
2A. State Wage Principles - September 1989			
Ins cl.	1715/89(R)	27/10/89	70 WAIG 442
2B. Structural Efficiency			
Ins cl.	1715/89(R)	27/10/89	70 WAIG 442
Cl.	264A/90(R2)	18/05/90	70 WAIG 3274
2C. Transitional and Reclassification Arrangements for Tradespersons			
Ins cl.	264A/90(R2)	18/05/90	70 WAIG 3274
(1); 2(b), 2(c), Text six			
months to 12 months;	1565/92	08/01/93	73 WAIG 754
2D. Paid Rates Award Commitment			
Ins. Cl.	1565/92	08/01/93	73 WAIG 754
3. Term			
4. Area and Scope			
Cl.	2600/89	09/05/90	70 WAIG 3717

5. No New Designation

6. No Reduction

6A. Introduction of Change

7. Preference

8. Board of Reference

9. Timetable Conferences

Text	436/99	20/06/99	79 WAIG 2020
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10. Knowledge of Roads

11. Right of Entry

Ins. Preamble	2053/1/97	22/11/97	77 WAIG 3138
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12. Under-Rate Workers

13. Casual Workers

Cl.	2829/89	09/05/90	70 WAIG 3720
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Text (2)	1565/92	08/01/93	73 WAIG 754
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14. Secretary's Pass

15. Payment for Sickness and Bereavement Leave

(8)	1071/88	25/11/88	69 WAIG 73
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(7)	521/88	28/05/89	69 WAIG 2737
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16. Workers Performing Higher Duties

17. Promotion

Cl.	1071/88	25/11/88	69 WAIG 73
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18. Retirement

Text (1)(a), (2)(b); Renum (a),(b) to (b),(c); Ins. (a)	1565/92	08/01/93	73 WAIG 754
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19. Absence from Duty

(20. Shop Stewards and Grievance Procedures - Other than Midland Workshops)

(20. Deleted)

Clause Deleted	1715/89(R)	27/10/89	70 WAIG 442
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20. Leave To Attend Union Business

Ins. cl.	761/91	02/07/91	71 WAIG 1863
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(20A. Shop Stewards and Grievance Procedures - Midland Workshops)

Clause Deleted	1715/89(R)	27/10/89	70 WAIG 442
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21. Charges against Workers

22. Uniforms, Clothing and Protective Equipment

Text (1)	1565/92	08/01/93	73 WAIG 754
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23. Free Passes, Privilege Tickets and Season Tickets

(1),(8) & (11).	1071/88	25/11/88	69 WAIG 73
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(24. Deleted)

Ins. Cl.	1474/91	28/10/91	71 WAIG 2995
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(24. Call Out Allowance)

(1)	1812/91	16/01/92	72 WAIG 348
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(2)Rate	1082/92	19/11/92	72 WAIG 2807
Title	1565/92	08/01/93	73 WAIG 754

24. Call Out Allowance and Stand-by Arrangements

(1) - (5),	1565/92	08/01/93	73 WAIG 754
(1)(b)	891/04	09/07/04	85 WAIG 585

25. Transfer Accommodation (Housing) Allowance

26. Transfers and Transfer Allowances

(1)	1071/88	25/11/88	69 WAIG 73
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27. Payment for Travelling Time

28. Away from Home and Meal Allowances

Cl.	460/88	06/10/87	68 WAIG 3059
(4) - (5)	854/88	15/09/88	69 WAIG 617
(1)(a) - (b); (2)(a)(i)	1492/88	12/10/88	69 WAIG 72
(3)	1071/88	25/11/88	69 WAIG 73
(1)&(5)	521/88	28/05/89	69 WAIG 2737
(4)&(5)	1715/89(R)	27/10/89	70 WAIG 442
(1); (2)(a)(i)	266/90	25/10/89	70 WAIG 1541
(1)	2829/89	09/05/90	70 WAIG 3720
(1)(a),(b) (amounts only)	329/91	23/10/90	71 WAIG 1006
(2)	1284/88	10/03/91	71 WAIG 1267
(6)(d)	2127/90	05/04/91	71 WAIG 1025
(4)(a) - (b); (5) (amts only)	562/91	22/05/91	71 WAIG 1863

(6)(d)	1197/91	02/08/91	71 WAIG 2994
(2)(a)(i) - (ii), (2)(a)(iii)(aa) – (bb), (2)(b), (2)(g)	229/92	01/07/92	72 WAIG 1811
1st Para.(1); Ins. (7)	1565/92	08/01/93	73 WAIG 754
(2)(a)(ii) rate; (2)(a)(iii)(aa) - (bb); (2)(b) - (c)	287/93	12/03/93	73 WAIG 1534
(2)(a)(iii)(aa);	1537/93	01/07/93	74 WAIG 335
(2)(a)(ii);(2)(a)(iii)(bb); (2)(b) (amts only);	1537/93	01/07/93	74 WAIG 335
(6)(d)(i) - (ii)(amts only)	537/93	13/12/93	74 WAIG 335
(4); (5); preamble (7);	642/94	07/06/94	74 WAIG 1935
(2)(b); (7)(a) – (c)	617/94	04/08/94	74 WAIG 1934
(2)(a)(ii); (2)(a)(iii) placitums (aa) - (bb); (2)(b) & (2)(g)(i)	1217/94	01/07/94	75 WAIG 408
(2)(a)(ii), (2)(a)(iii) placitums (aa) - (bb); (2)(b)(g)(i) rates	131/96	01/07/95	76 WAIG 2833
(2)(a) - (b)	1217/96	01/07/96	76 WAIG 4996
(2)	1876/97	01/07/97	78 WAIG 504
(2)(a)(ii),(iii)(aa) - (bb), (b)	436/99	20/06/99	79 WAIG 2020
(2)(a)(ii),(b),(4)(a) - (b),(5), (6)(d)(i) - (ii) & (7)	891/04	09/07/04	85 WAIG 585

(29. Deleted)

29. Paid Leave for English Language Training

Ins. Cl.	145/89	25/09/89	69 WAIG 3358
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(30. Allowances and Arrangements for Mobile Train Despatchers, Guards and Other Specified Workers)

(1) - (2), & (7)	854/88	15/09/88	69 WAIG 617
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(30. Allowances and Arrangements for Area Train Despatchers, Guards and Motor Bus Drivers)

Ins. Cl.	521/88	28/05/89	69 WAIG 2737
(1)(b) – (d)	1715/89(R)	27/10/89	70 WAIG 442
(1)(a)-(d); (2)-(4) & (5)(a)	2829/89	27/10/89	70 WAIG 3720

(1)(b) – (d); & (2) (amts only)	562/91	22/05/91	71 WAIG 1863
Correction iss 30/08/91	2829/89	27/10/89	71 WAIG 2429
1st Para.(1); (1)(a)(ii); (2), (3)(a); (4)-(8), del (9)-(13)	1565/92	08/01/93	73 WAIG 754
Clause title	642/94	07/06/94	74 WAIG 1935

30. Allowances and Arrangements for Specified Workers

(1)(b) - (d); (2);	642/94	07/06/94	74 WAIG 1935
(1)(b) - (d), (6)(a) - (b), (8)	1686/00	22/10/00	80 WAIG 5609
(1)(c) - (d), (2), (6)(a) - (b), (8)	891/04	09/07/04	85 WAIG 585

31. Special Rates and Provisions

(30)(c)	508/87	10/11/87	67 WAIG 2298
Ins. (31)	508/87	29/10/87	67 WAIG 2298
(20)(a)(i), (b)	608/89	01/07/88	69 WAIG 2095
(31)	C 196/88	12/08/88	68 WAIG 2457
Cl.	854/88	15/09/88	69 WAIG 617
(1)(c)	181/88	14/10/88	68 WAIG 3058
Ins. (32)	CR 237/89	27/06/89	69 WAIG 3359
Cl.	1715/89(R)	27/10/89	70 WAIG 442
Cl.	264A/90(R2)	18/05/90	70 WAIG 3274
(27)(b)	395/92	23/10/92	72 WAIG 582
(20)(a)(i)	1082/92	19/11/92	72 WAIG 2807
Cl.	1564A/92	08/01/93	73 WAIG 366
Del. (4)(b); (6); (20); (26); Ins. (27)(d); (30)(b)(c) Del. Text; (31); Ins. (33)	1565/92	08/01/93	73 WAIG 754
Cl.	1686/00	22/10/00	80 WAIG 5609
(1)(c),(2)-(5)(a),(6)- (18),(20),(26), (27)(a) - (c),(28)-	891/04	09/07/04	85 WAIG 585

(29), (30)(a) – (c)(31), 32(a) -
(b),(33)

32. District Allowance

Cl.	1537/88	01/01/88	69 WAIG 634
Cl.	1071/88	25/11/88	69 WAIG 73
(1)	2512/89	01/01/89	70 WAIG 840
(1)	2035/90	01/01/90	71 WAIG 726
(1); Ins. (5)	1198/91	01/01/91	71 WAIG 2994
(1)	649/96	01/07/96	76 WAIG 2832
(1)	1801/97	01/07/97	78 WAIG 502

33. Apprenticeships

(6)(b)	414/99	18/02/00	80 WAIG 603
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34. Junior Workers

35. Annual Leave and Holidays

(1)(a)(i); (k)(i) & (ii); ins (iii)-(v)	264A/90(R2)	18/05/90	70 WAIG 3274
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36. Guaranteed Week

(4)	1071/88	25/11/88	69 WAIG 73
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37. Week's Work Traffic Section

Cl.	521/88	28/05/89	69 WAIG 2737
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38. Shift and/or Night Work

(1)	1431/87	04/11/87	67 WAIG 297
(1)	1406/87	05/02/88	68 WAIG 949
(1)	723, 928B/87	03/01/88, 07/02/88, 25/05/88	68 WAIG 2458
Cl.	854/88	15/09/88	69 WAIG 617

(1)	1715/89(R)	27/10/89	70 WAIG 442
(1)(h)	2829/89	09/05/90	70 WAIG 3720
(1)	264A/90(R2)	18/05/90	70 WAIG 3274
Correction issued 30/08/91	1715/89(R)	27/10/89	71 WAIG 2429
(1)	1564A/92	08/01/93	73 WAIG 366
1st Para. (2);	1565/92	08/01/93	73 WAIG 754
(1)(a) to (h)	1686/00	22/10/00	80 WAIG 5609
(1)(a) - (d) & (h)	891/04	09/07/04	85 WAIG 585

39. Hours of Duty

(3)	1071/88	25/11/88	69 WAIG 73
(1)	521/88	28/05/89	69 WAIG 2737
Ins. (1)(b)(iii)	2829/89	09/05/90	70 WAIG 3720
(2)(d); ins (e); (3)	264A/90(R2)	18/05/90	70 WAIG 3274
(2)(d); ins. (e); (3);			
ins. (4) Correction	264A/90(R2)	18/05/90	70 WAIG 3821
(1)(b)(i) Text. Del. (b)(ii), renum. (b)(iii) as (b)(ii); (c). Del. (e). Renum. (f) as (e), Text (e). Renum.(g)-(i) as (f)-(h); Del. (j). Renum. (k) as (i);	1565/92	08/01/93	73 WAIG 754

40. Overtime, Saturday and Sunday Time

(2)(k)	1071/88	25/11/88	69 WAIG 73
(1)	521/88	28/05/89	69 WAIG 2737
Del. (2)(i)	264A/90(R2)	18/05/90	70 WAIG 3274

41. Workers in Breakdown Gangs and at Washaways

42. Interpretations

Ins. (16)	130/88	09/05/88	68 WAIG 1474
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(7) to (16), ins (17)	1071/88	25/11/88	69 WAIG 73
Ins. (18)	1554/88	19/04/89	69 WAIG 2093
(1), Del. (2)-(4), Renum. (5)-(8) as (2)-(5); Del. (9), Ins. (6); Renum (10) as (7); Del. (11)- (18)	1565/92	08/01/93	73 WAIG 754

43. Application of Award to Other Acts

44. Wages

Item 141	699/87	28/07/87	67 WAIG 1367
Item 73	508/87	10/11/87	67 WAIG 2298
Cl.	928A/87	31/12/87	68 WAIG 294
Amt. (4) Item 76(b); (8)	723 & 928B/87	03/01/88	68 WAIG 2458
(5) & (6)	1406/87	05/02/88	68 WAIG 949
Item 54; (4) 70-134; 141 del. 148-149; 150.	130/88	09/05/88	68 WAIG 1474
Cl.	854/88	15/09/88	69 WAIG 617
Item 72	C 196/88	10/10/88	69 WAIG 1305
Item (20) & (151)	1071/88	25/11/88	69 WAIG 73
(4)-Ins. Item 92A.	1554/88	19/04/89	69 WAIG 2093
(1), (5) - (6)	521/88	28/05/89	69 WAIG 2737
Min Wage \$248.80	1940/89	01/10/89	69 WAIG 2913
Cl.	1715/89I	27/10/89	70 WAIG 442
(1)?	2829/89	09/05/90	70 WAIG 3720
Cl.	264A/90(R2)	18/05/90	70 WAIG 3274
(2) Del. Items 30-44 inc. & ins. Items 30-40	1885/90	18/05/90	71 WAIG 727
Proviso added to Item 55.	1565/90	29/04/91	71 WAIG 1281
Min Wage \$268.80	1309 1310/91	& 24/09/91	71 WAIG 2748
(1) Item 11&12	613/92	26/04/92	72 WAIG 1616

Min. Wage \$275.50	415A/92	30/11/92	73 WAIG 4
Cl.	1564A/92	08/01/93	73 WAIG 366
Cl.	1565/92	08/01/93	73 WAIG 754
Amount	1565/92 corr.	08/01/93	73 WAIG 2101
(2)(a)-(b);(4) - (6)	955/96	09/07/96	77 WAIG 1509
Ins. Para before (1); (6)	955/96 corr	08/07/97	77 WAIG 2062
(2)(a) - (b), (4) - (6)	1642/97	04/12/97	78 WAIG 503
Rates & Ins. Text	940/97	14/11/97	77 WAIG 3177
(9) Min.wage prov	940/97	14/11/97	77 WAIG 3177
Preamble;(2),(4) – (6)	1019/98	06/08/98	78 WAIG 3556
Preamble ins.text, (2)(a), (3) - (6) rates; (9)(i) - (ii),(iv) & (vii) rates & text	609/99	01/08/99	79 WAIG 1843
Cl.	654/00	01/08/00	80 WAIG 3379
(7) & (10)	1686/00	22/10/00	80 WAIG 5609
Cl	752/01	01/08/01	81 WAIG 1721
Cl	467/02	13/06/02	82 WAIG 1230
Cl.	797/02	01/08/02	82 WAIG 1369
Cl.	569/03	5/06/03	83 WAIG 1899 & 2566
(8)(9)	1197/03	1/11/03	83 WAIG 3537
Cl	570/04	4/06/04	84 WAIG 1521 & 2005
(6)(a) - (c) & (9)(a)	891/04	09/07/04	85 WAIG 585
Cl.	576/05	07/07/05	85 WAIG 2089 & 2797
1(a) - (b)	A 1068/04	18/01/2006	86 WAIG 291

45. Classification Definitions

Ins. Cl.	1565/92	08/01/93	73 WAIG 754
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Cl	A 1068/04	18/01/2006	86 WAIG 291
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46. Liberty to Apply

Ins. Cl.	1565/92	08/01/93	73 WAIG 754
Ins. Appendix	693/96	16/07/96	76 WAIG 2768
App	2053/97	22/11/97	77 WAIG 3079

Appendix A - Classification Structure

Ins. appendix	264A/90(R2)	18/05/90	70 WAIG 3274
Wage Gp(C5-C14)Inc Ins. Electrical/Electronic Stream Wage Gp C4 Tradesp. L VII Ins. Electrical/Electronic Stream Engineering Assoc L I App	264B/90(R2) 1565/92	27/04/90 08/01/93	71 WAIG 163 73 WAIG 754

Appendix B - Dispute Settlement Procedure

Ins. appendix	264A/90(R2)	18/05/90	70 WAIG 3274
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Appendix C

Ins.	229/92	01/07/92	72 WAIG 1811
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Appendix D

Ins. App.	1565/92	08/01/93	73 WAIG 754
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Schedule A - Midland Workshops Disability Allowance Groupings

Group 2 - 3	508/87	10/11/87	67 WAIG 2298
Sch.	181/88	14/10/88	68 WAIG 3058
Amend Group 1 - 2	425/90	11/04/90	70 WAIG 1879
Ins. Text - Group 4	395/92	23/10/92	72 WAIG 2582

Schedule B - Uniforms and Clothing

(Appendix - S.49B - Inspection of Records Requirements)

Ins. Appendix	694/96	16/07/96	76 WAIG 2789
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(1) ins. Text	2053/97	22/11/97	77 WAIG 3138
Delete Appendix	491/98	16/04/98	78 WAIG 1471