

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/38

TITLE: Roads and Traffic Authority (Wages Staff) Enterprise Agreement

I.R.C. NO: 98/13

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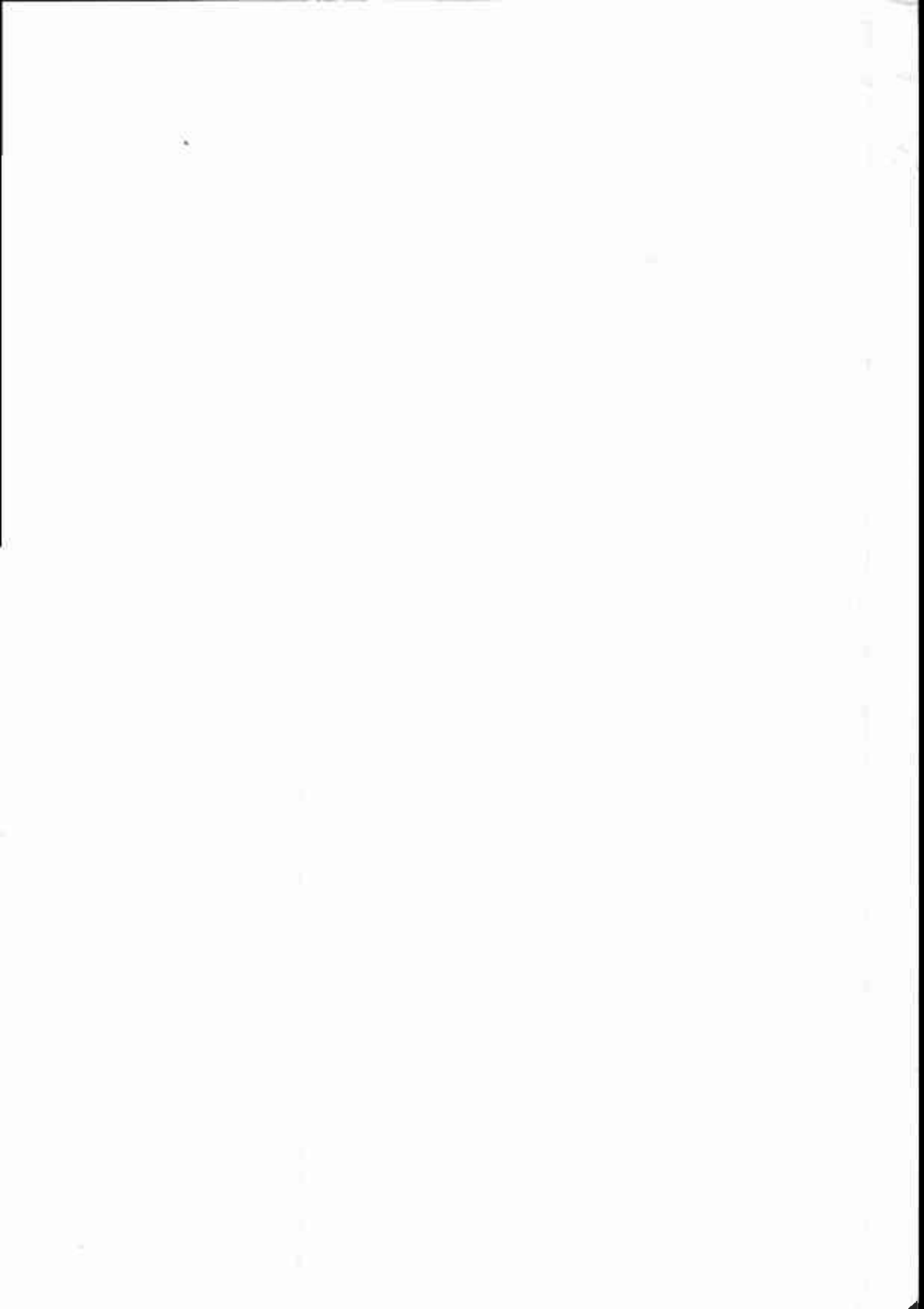
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COVERAGE/DESCRIPTION OF

EMPLOYEES: Wages Staff except those employed at Broken Hill who are covered by an Agreement with the Barrier Industrial Council

PARTIES: Roads and Traffic Authority of New South Wales -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch; Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Construction, Forestry, Mining and Energy Union (New South Wales Branch); Electrical Trades Union of Australia, New South Wales Branch; The Australian Workers' Union, New South Wales; The New South Wales Plumbers and Gasfitters Employees' Union; Transport Workers' Union of Australia, New South Wales Branch



EA 98/38

Registered
Enterprise Agreement
Industrial Registrar

Roads and Traffic Authority

(Wages Staff)

Enterprise Agreement





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(Wages Staff)

Enterprise Agreement

Part A

1. Workplace reform

1.1 Introduction

This Agreement will be known as the Roads and Traffic Authority (Wages Staff) Enterprise Agreement. The terms of this Agreement will apply to all wages staff of the Roads and Traffic Authority, excepting those employed at Broken Hill who are covered by a separate Agreement with the Barrier Industrial Council, under the Transport Administration Act, 1988.

Part B of this Agreement generally contains conditions which apply to the RTA in the awards and agreements listed in Clause 2.4. Any errors or omissions in translating the conditions into this Agreement will be corrected by reference to the parent award/agreement. Current conditions will continue unless specific agreement to change them is reached.

1.2 Parties to the agreement

The parties bound by the Agreement are the Roads and Traffic Authority (hereinafter called the "RTA") and:

- The Australian Workers' Union, New South Wales Branch
- Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch
- Electrical Trades Union of Australia, New South Wales Branch
- Transport Workers' Union of Australia, New South Wales Branch
- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch
- New South Wales Plumbers and Gasfitters Employees Union
- Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch

The parties, other than the RTA, will hereinafter be called the "unions".

1.3 Purpose of this agreement

- a) The main purpose of this Agreement is to ensure that the following parties:

- RTA management
- RTA wages staff
- unions

are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.

- b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs. This is being done by means of the RTA Continuous Improvement Strategy.

1.4 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

1.4.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Labor Council and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda and enterprise agreement to ensure:

- a consistent approach
- an effective implementation process in order to achieve the agreed outcomes within the allotted time frames
- the achievement of sustainable and measurable productivity improvements.

1.4.2 Project Teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and union nominated wages staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

1.4.3 Wages Staff Task Groups

Wages staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

1.4.4 Regional Consultative Groups

Regional consultative groups will continue in each region of the Country Operations Directorate and one in the Sydney Operations Directorate and will include both RTA nominees and union nominated wages staff.

The groups' role will continue to promote positive cooperation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

1.4.5 General principles

- a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- b) Wages staff representatives assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU

- c) Regional consultative groups will:
- be chaired (to be shared) by the union and RTA staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- d) The SBU, project teams and regional consultative groups will be able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- e) Nominated representatives and group members will have relevant training to assist them in their roles.
- f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

1.5 Commercialisation

The unions and wages staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance measurement targets.

1.6 Process improvement

The RTA, unions and wages staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- monitor the development and implementation of process improvement at the directorate and regional level
- provide appropriate updates, reports and recommendations to the SBU.

1.7 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- acknowledgment of skills held
- developing a more highly skilled and flexible workforce
- providing wages staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities
- ensuring equality and fairness of access to training for all wages staff based on organisational need to increase flexibility and productivity
- removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for the wages staff.

The RTA will develop and implement competency based training programs that will assist in upskilling and/or multi-skilling wages staff and will be available and applied equitably to all wages staff. In order to achieve this outcome such training programs will be:

- developed and implemented in consultation with the unions to link performance in the work place with the goals of the RTA
- evaluated and monitored by the SBU.

Training will be conducted by qualified and accredited trainers and consists of on-the-job work experience, self-paced learning, computer based training and traditional classroom training. It will draw upon both external training resources and demonstrated in-house training expertise.

Wherever practical, training will meet external accreditation requirements for industry portability. The RTA will attempt to negotiate articulation (ie. advanced standing) with TAFE and other educational providers for RTA accredited training wherever practicable. RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

1.8 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all wages staff and is:

- implemented in consultation with the unions that will link performance in the work place with the goals of the RTA, its regions and work units
- evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

- ensuring teams and wages staff understand the relationship or interdependence of their role with other teams and wages staff
- clearly defining expectations for each team and wages staff member against the agreed goals of the RTA and productivity standards
- ensuring each team and wages staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals
- obtaining feedback from teams and wages staff on the RTA's work practices, management practices and possible innovations
- encouraging teams and wages staff to participate in their work unit's decision making process.

1.9 Conditions of employment

- a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
 - developed and implemented in consultation with the unions to link performance in the work place with the goals of the RTA
 - evaluated and monitored by the SBU.

- b) In making this commitment, the parties accept, in principle, the need to:
- review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources
 - review and rationalise administrative procedures
 - reduce and update documentation
 - ensure, where possible, consistent working conditions for all wages staff
 - provide opportunities for all wages staff to better manage their working and personal lives
 - review current work patterns to investigate flexible work arrangements which better meet wages staff and customers' needs.

1.10 Work environment

a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- implementation of appropriate health and safety practices and procedures
- appropriate management policies and practices
- the active and constructive involvement of all wages staff; and
- management and staff representatives participation on safety committees.

The RTA and wages staff will seek to comply with the Occupational Health and Safety Act 1983 and other relevant statutory requirements at all times.

The RTA will encourage wages staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

b) Equality of employment

The RTA is committed to the implementation of practices which provide equality of opportunity in employment in an environment that is free of all forms of discrimination.

c) Harassment free workplace

Harassment is any form of conduct which causes offence and is unacceptable in the workplace.

Harassment is behaviour intimidating and disruptive to the well-being of wages staff and their productivity.

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, or age is unlawful in terms of the Anti-Discrimination Act 1977. No form of harassment will be condoned by the RTA.

The RTA is committed to ensuring all wages staff work in an environment free of harassment.

Managers and supervisors will prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace, and by taking immediate and appropriate measures to stop any form of harassment of which they are aware.

Wages staff are required to refrain from being a party to any form of harassment in the workplace.

1.11 Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with Government policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process which will ensure equitable treatment of excess staff throughout the RTA.

Such a process will include appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme.

The implementation of any clause in this Agreement is not intended to cause any forced redundancies.

It is not the intention that any clause in this Agreement will prevent the RTA managing excess staff in accordance with Government policy and through a consultative process with wages staff and the unions.

1.12 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

- ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in clause 1.9 Work environment.
- on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

1.13 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA wages staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of wages staff to perform the work to contractual specifications, will take place between the RTA and the unions before initiating any change to operations presently carried out by RTA wages staff.

This is to ensure that all parties are informed of plans and wages staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix C for Principles, Definitions and Consultative Process).

1.14 Unplanned absenteeism (Sick leave)

The parties are committed during the life of the Agreement to finalising the development and implementation of strategies to identify the underlying causes of unplanned absenteeism, develop staff awareness of the problem(s) and to introduce initiatives to address the causes.

Wages staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness will continue to be entitled, by Chief Executive approval, to paid sick leave should they exhaust their paid sick leave entitlement.

1.15 Spread of hours

The parties agree to continue negotiations to achieve a wider and more flexible spread of hours during the life of the Agreement to enable the RTA to better meet its customers' needs and give recognition to variations that exist between locations and types of work.

1.16 Sustenance/Camping allowance

The parties will continue to negotiate to establish a greater equity between the sustenance and camping allowances paid to wages staff relative to those paid to salaried staff and to implement any agreed outcomes during the life of the Agreement.

1.17 Fares and travelling

The parties will continue negotiations to review the fares and travelling allowances and to implement any agreed outcomes during the life of the Agreement.

1.18 Total rate of pay

The parties agree to continue negotiations on the development of total rates of pay including the "roll up" of disability allowances and to implement agreed outcomes during the life of the Agreement.

1.19 Classification structure

The parties recognise the need for a new classification structure to enable the RTA to meet its customers' needs more effectively. Additional benefits include:

- enhanced career opportunities
- facilitate multi-skilling
- provision of jobs that are more satisfying
- savings in administrative/processing time.

The parties are committed to meeting customers' needs by:

- designing and implementing a simple single classification system which maximises flexibility, allows structured career progression, enhances job satisfaction and maximises job security
- increasing wages staff productivity through process improvement to maximise flexibility, facilitate the introduction of structured career paths, job rotation and equity in conditions.

The parties agree to enter into negotiations on the development of a new classification structure and subject to the identification of productivity and other benefits will seek to implement the new structure in late 1997/early 1998.

1.20 Selection/Transfer/Wage maintenance/Higher duties

The parties agree to implement during the life of the Agreement agreed outcomes arising from the task group established to examine:

- selection procedures
- transfers
- wage maintenance
- higher duties

1.21 Productivity measures

The parties agree to jointly develop and implement suitable measures and targets to assist in measuring productivity improvements across the RTA.

The RTA is proposing to adopt a scorecard approach for measuring its productivity both at an organisational level and at the workplace.

1.22 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the enterprise bargaining process there is a need for full and open consultation on all relevant issues affecting wages staff and unions.

The parties are committed to timely and effective consultation which will provide RTA wages staff and unions with the opportunity for input into such matters that impact upon them prior to their implementation.

1.23 Communication

The parties agree to develop and implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and operational directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

2. Implementation

2.1 Duration of the agreement and operative dates for future wage increases

- a) This Agreement will take effect from 12th Jan, 1998 being the date of registration and will operate until 31st December 1999 and thereafter until replaced or rescinded.
- b) Wages staff covered by this Agreement will receive increases totalling 10% in base rates of pay payable during the life of the Agreement as set out in (c) below.
- c) Subject to co-operation in achieving the RTA's workplace reform agenda items, wages staff covered by this Agreement will receive:
 - a 5 % increase in base rates of pay payable from the first full pay period to commence on or after 1 July 1998
 - a 4 % increase in base rates of pay payable from the first full pay period to commence on or after 1 July 1999
 - a 1 % increase in base rates of pay payable from the first full pay period to commence on or after 1 December 1999.

The increases in base rates will be paid in consideration of the acceptance of this Agreement. The new base rates are set out in Table 1 - Rates of Pay, of Part C, Monetary Rates.

2.2 Operative dates and future increases in other rates and allowances

- a) Work related allowances eg working in the rain, confined spaces etc, will increase in line with percentage increases in rates of pay outlined in 2.1 (c), and will apply from the same operative dates.
- b) Expense related allowances, eg meal and tools, will increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.
- c) Movements in Apprentice Examination, Country or Distant Work and Fares and Travelling allowances will be the subject of further negotiations between the parties and any agreed outcomes will be implemented during the life of the Agreement.

2.3 Targets to be achieved under the agreement

The following targets are agreed to be achieved during the life of the agreement.

Performance Assessment

- Target 1* To develop and implement a productivity scorecard across Road Service operations by 31 December 1997.
- Target 2* To develop and implement measures across frontline Road Services operations and to align these measures with RTA measures for organisation wide operations by 30 June 1998.
- Target 3* To develop and implement initiatives under the scorecard to achieve productivity benefits by 31 December 1998.

Process Improvement

- Target 1* To develop and implement a multiskilled classification structure across all wages staff by early 1998.
- Target 2* To undertake process improvement reviews across Road Services operations in order to achieve productivity benefits through elimination of non valued added processes, waste and duplication of process by 31 December 1998.

Reduction in Overhead Costs

- Target 1* To develop and implement a total rate of pay by 30 June 1998.

Teams Based Focus

- Target 1* To develop and implement a teams based culture to facilitate greater wages staff involvement in decision making processes at the workplace by 30 June 1998.

Communication

- Target 1* To implement a team briefing communication process across all wages staff by 30 June 1998.

Competency Based Training/Performance Management

- Target 1* To achieve greater efficiencies in training expenditure by developing a clearer alignment between the changing functional role of the RTA and the skills required of wages staff to maximise organisational efficiency and performance by 31 December 1998.

2.4 Declaration

The parties to this Agreement declare that it was not entered into under duress.

2.5 Savings provision

This Agreement replaces the Roads and Traffic Authority(Wages Staff) Enterprise Agreement, 1994 and the Crown Employees (Roads and Traffic Authority of New South Wales Wages Staff - Rates of Pay) Award and to the extent of any inconsistencies the following awards and industrial agreements:

- Crown Employees (Common Wage Points) Award
- Crown Employees (Skilled Tradesmen) Award
- General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award
- Plant &c Operators on Construction (Public Works Department, Water Resources Commission, Commissioner for Main Roads and Maritime Services Board) Award
- Gangers (State) Award
- Surveyors' Field Hands (State) Award
- Transport Industry Mixed Enterprises Interim (State) Award
- Sydney Harbour Bridge Employees Award
- Tow Truck Drivers (Sydney Harbour Bridge and Approaches) Award
- Crown Employees (Security and General Services) Award
- General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Expense Related Allowances Award
- Plant &c Operators on Construction (Public Works Department, Water Resources Commission, Commissioner for Main Roads and Maritime Services Board) Expense Related Allowances Award
- Gangers (State) Expense Related Allowances Award
- Surveyors' Field Hands (State) Expense Related Allowances Award
- Crown Employees (Skilled Tradesmen) Expense Related Allowances Award
- Sydney Harbour Bridge Employees Expense Related Allowances Award
- Traffic Signals - Non Trades Employees, Agreement No 6265 of 1980
- Patrolmen - Berowra/Calga Tollway, Agreement No 6127 of 1979.

2.6 Negotiating the next agreement

The parties agree to begin negotiations for a new agreement at least six months prior to the expiration of this Agreement.

~~Registered~~
Enterprise Agreement
Industrial Registrar

(Wages Staff)

Enterprise Agreement

Part B



3. Terms of employment

3.1 General terms

- a) Employment is on a weekly basis unless otherwise specified.
- b) All new staff must complete a probationary period which is:
 - the first six weeks of employment
 - during that period on a daily basis
 - at the appropriate weekly rate
 - able to be terminated at one day's notice on either side.
- c) Staff will be paid for any holidays that occur during their probationary period.
- d) Staff may be engaged on a limited duration basis either:
 - for a term not less than three months and generally not exceeding 12 months or
 - for the duration of a project with anticipated commencement and completion date.Limited duration staff will receive the rates of pay and conditions of employment provided in this Agreement.
- e) Staff may be engaged on a casual basis as follows:
 - for short terms or emergency projects
 - where staff are required intermittently over a period of time eg for traffic control
 - for a minimum period of three hours
 - for a continuous period not longer than three months.Casual staff will be paid:
 - the appropriate base rate plus 20% casual loading to compensate for all leave except long service leave
 - allowances provided for in this Agreement
 - for time worked outside ordinary hours, the overtime rates plus 20%.
- f) Staff must carry out duties that:
 - they have the skills, competence and training to undertake and it is safe to do
 - are within the classification structure of this Agreement
 - do not promote de-skilling.
- g) If directed by the RTA, staff must use the tools, plant and equipment for which they have been trained and it is safe to do.
- h) Staff who are absent from work will lose their pay for the period of time that they were absent unless the paid leave provisions apply. For further details governing leave provisions, refer to Section 5 of this Agreement.
- i) If staff arrive at work late or leave work early, their working time will be calculated to the nearest 0.1 of an hour (ie. 6 minutes). The same calculation will be used for overtime.
- j) After the probationary period referred to in 3.1.b, employment can be terminated at any time as follows:
 - by one week's notice on either side, or
 - by the payment or forfeiture of one week's wages, or
 - without notice for misconduct.
- k) Staff on a week's notice and absent from work without permission will be assumed to have abandoned their employment.

- l) Staff terminated without notice will be paid wages up to the time of termination only.
- m) The RTA may deduct wages for any day that a staff member cannot be usefully employed, due to:
 - strikes
 - work stoppages
 - any cause for which the RTA cannot reasonably be held responsible, not including wet weatherand any other reasonable alternative duties are not available.
- n) Labourers, Gangers, Plant Operators and Transport Workers rates of pay include an amount for being required to work in inclement weather.

3.2 Working hours

3.2.1 Normal work cycle

- a) A normal working week consists of 38 hours.
- b) A normal working cycle consists of 152 hours worked as follows:
 - 20 day, four week cycle with 19 working days
 - eight hours worked each day between 6.00 am and 6.00 pm
 - 0.4 of one hour of each day worked will be accrued, entitling staff to one day off in the four week cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wage period during which it has been worked.

This provision does not apply to Sydney Harbour Bridge maintenance staff. See Clause 3.2.5 for the working hours of this group.

- c) Each day of paid leave taken and any public holidays occurring during a four week work cycle will be counted as a working day for accrual purposes.
- d) Local management and staff by agreement may change starting/finishing times and the time/hours worked for the following reasons:
 - geography, climate or traffic conditions, or
 - specific works, changes to hours, days or periods of the year (whole/part of a depot/individual), or
 - greater flexibility.

3.2.2 Flexible arrangements

- a) Alternatives to the normal work cycle are:
 - a nine day fortnight
 - a four day week, or
 - some other arrangementwhich will be approved by the Regional Consultative Group prior to implementation. Details are to be forwarded to the SBU.
- b) If working time/hours are varied, consistent with this sub-clause, staff cannot work more than:
 - nine hours and thirty minutes a day between 6:00 am and 6:00 pm
 - 80 ordinary hours a fortnight.
- c) Working a nine day fortnight results in one additional day off (making a total of two) in each 20 day four week cycle.



- d) Working a four day week results in three additional days off (making a total of four) in each 20 day four week cycle.
- e) Each day of paid leave taken and any public holidays occurring during the flexible work cycle will be counted as a working day for accrual purposes.

3.2.3 Accrued day off

- a) By the 30 September, the RTA and the unions will develop the ADO calendar for the following year ensuring that:
 - ADOs fall together with public holidays, where appropriate
 - attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- b) Once the ADO calendar has been established, local management and the majority of staff by agreement (whole/part of a depot/individual) may change the calendar.

Consideration will be given to changing the calendar so that ADOs are observed on days where traffic significantly reduces productivity, eg. last day of school term and local events - Bathurst car races.
- c) It is essential that local management and staff designate additional day/s off where flexible arrangements have been implemented so as to best meet the anticipated needs of the RTA and to be equitable for staff.

These additional day/s off should be incorporated into the ADO calendar.

- d) Local management in consultation with staff may require staff to carry out work on programmed ADOs either indefinitely or for a prescribed length of time. Staff who work on programmed ADOs:
 - will be given minimum notice of at least one week of the change,
 - will be given a copy of the program of alternate ADOs,
 - will not receive penalty payments for this work, and
 - will take an alternate working day off as their ADO.
- e) The RTA may require staff to intermittently work on an ADO if:
 - it stops other staff from carrying out their work
 - it results in other staff having to complete maintenance outside normal working hours
 - it delays a project.

Staff required to work on their ADO in these circumstances:

- will be paid overtime using the Saturday rates
- may have another day off where practicable before the end of the next work cycle. This day will be unpaid.
- f) Staff may accrue a maximum of four ADOs with agreement between:
 - the RTA and the unions on a state wide basis, or
 - local management and a majority of staff (whole/part of a depot/individual).

3.2.4 General

- a) All staff, excluding shift workers, are entitled to a meal break each day. Meal breaks do not count as time worked and may be taken:
 - between 11.30 am and 1.30 pm
 - for 30 minutes or up to one hour by agreement.

Generally the meal break will commence not longer than 5 hours after the commencement of normal work.

Except that local management and staff who work on roads where clearway arrangements apply will discuss the daily meal break. The objective is to agree to maximise working time during non clearway hours.

- b) Camp/amenities attendants may be required to start work at 5.00 am without being paid overtime.
- c) Painters will be allowed five minutes before lunch and their set finishing time to clean and put away their brushes and tools.
- d) Bridge and wharf carpenters will be allowed five minutes before their set finishing time to clean and put away their tools.

3.2.5 Sydney Harbour Bridge maintenance staff

- a) This clause applies to Sydney Harbour Bridge maintenance staff only.
- b) A normal working cycle within this clause will consist of:
 - 10 day, two week cycle with nine working days
 - eight hours 27 minutes worked each day between 6.00 am and 6.00 pm
 - 51 minutes of one hour on each day worked will be accrued, entitling staff to one day off in the two week cycle, known as the Accrued Day Off (ADO)
 - wages for accrued time will be paid in the wages period during which it has been worked
 - a 30 minute meal break including a paid 10 minute tea break between 11.30 am and 12 noon.
- c) If an ADO falls on a public holiday, the staff may take their ADO on:
 - the next working day
 - an alternate day in the two week cycle
 - an alternate day in the next two week cycle.
- d) Each day of paid leave taken and any public holidays occurring during a two week cycle will be counted as a working day for accrual purposes.

3.3 Shift work

3.3.1 General

- a) This clause outlines the conditions for shift work and applies to all staff except:
 - Traffic signals-non trades staff
 - Sydney Harbour Bridge maintenance staff
 - General service officers.

The conditions for shift work applicable to these staff are referred to later in this clause.

- b) Staff required to work shift work will be given at least 48 hours notice. If staff shift hours are changed, they will be notified by the finishing time of their previous shift.
- c) Shift work will be worked between:
 - Sunday to Thursday inclusive, or
 - Monday to Friday inclusive.

- d) Working hours and payment for shifts are:
- Single shifts: - no longer than 8 hours, and
- paid at time and a half.
- Single shifts are worked after 6:00 pm and finish before 6.00 am.
- For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
- For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday
- Two shifts: - worked between 6.00 am and midnight or as agreed with the RTA, and
- paid at time and a quarter
 - Three shifts: - with the third (night) shift being seven hours and 17 minutes
- paid at time and a quarter.
- e) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- f) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- g) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
- Friday shifts referred to in clause 3.3.1 (d) will be paid at ordinary shift rates
 - Sunday shifts referred to in clause 3.3.1.(d) will be paid at ordinary shift rates after midnight Sunday.
- h) If staff work a shift of less than five continuous days and:
- it is not due to the actions of staff they will be paid overtime rates
 - it is due to the actions of the staff they will be paid normal shift rates.
- i) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- j) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- k) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- l) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- m) Local management and staff will agree on the:
- arrangements for ADOs during the 20 shift cycle
 - accumulation of ADOs (maximum of five).
- n) Once ADOs have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

3.3.2 Traffic signals -non trades staff

- a) For this group of staff only, the following definitions apply:
- afternoon shifts finishing after 6.00 pm and at or by midnight
 - night shifts finishing after midnight and at or by 8.00 am
 - regular afternoon or night shifts which is a normal feature of staff members' work, occurs five nights each week and has been in operation for more than four consecutive weeks
- b) Regular afternoon or night shift work is paid at the normal rate plus 15%. In addition, other than regular afternoon or night shift work is paid as follows:
- first five shifts time and a half
 - more than five shifts, up to four weeks ordinary rate plus 20%
 - more than four weeks ordinary rate plus 15%.
- c) Where only night shift is worked the shift is paid at the normal rate plus 30% for each shift worked.
- d) Sunday time is:
- worked between Saturday midnight and Sunday midnight
 - paid at double time.
- e) Saturday time is:
- worked between Friday midnight and Saturday midnight
 - for normal rostered shifts, it is paid at time and a half.

3.3.3 Sydney Harbour Bridge maintenance staff

- a) Night shifts are:
- shifts finishing after midnight and before 8.00 am
 - shifts worked on five consecutive nights from Monday to 8.00 am Saturday with no more than two weeks in every three weeks on night work
 - paid at the ordinary rate plus 30%.

3.3.4 General service officers

- a) The working hours for day workers are Monday to Friday between 6.30 am and 6.00 pm inclusive. These hours may be in one or two shifts which cannot be more than eight hours long unless staff by agreement with the RTA:
- start work 30 minutes earlier than times stated above, or
 - finish work 30 minutes after the time stated above, or
 - divides the 30 minutes between the starting and finishing time.
- b) The working hours and allowances for shift workers are as follows:
- afternoon shift: - Monday to Friday between 4.00 pm and midnight
- maximum of eight hours
- 15% shift allowance
 - early morning shift: - Monday to Friday between 5.00 am and 2.00 pm
- maximum of eight hours
- 10% shift allowance



- night shift:
 - Sunday to Friday between 10.00 pm and 6.30 am
 - Monday to Saturday between 6.00 pm and 6.30 am
 - maximum of five shifts
 - maximum of eight hours per shift
 - 30% shift allowance for non-rotating shifts.

c) Establishments operating from Monday to Sunday will work 38 hours per week in a maximum of five shifts and eight hours per shift.

4. Payments

4.1 Rates of pay

4.1.1 General

The rates of pay in this Agreement are taken from the Crown Employees (Roads and Traffic Authority of New South Wales Wages Staff - Rates of Pay) Award and are made up of:

- basic wage
- margin and any or all, as appropriate, of the following components
 - tradespersons allowance
 - special loading;
 - industry allowance;
 - inclement weather allowance, and
 - follow the job loading.

For a detailed list of rates of pay refer to Table 1 - Rates of Pay of Part C, Monetary Rates.

For a detailed list of other rates and allowances, refer to Table 2 - Other Rates and Allowances of Part C, Monetary Rates.

4.1.2 Apprentices

- a) In addition to the rates of pay set out in Table 1 - Rates of Pay of Part C, Monetary Rates, Apprentice patternmakers will be paid an additional amount per week as set out in Table 2 - Other Rates and Allowances of Part C, Monetary Rates.
- b) Apprentices who:
 - have passed the prescribed annual examinations for the previous year, and
 - whose performance and conduct is reported as satisfactory, will be paid an amount per week from the first pay period in January as set out in Table 2 - Other Rates and Allowances of Part C, Monetary Rates for completion of the following
 - first year's examinations
 - second year's examinations
 - third year's examinations.
- c) Apprentices who, in any year, fail to complete a subject but are successful in completing the subject and passing the prescribed examination for the subsequent year then qualify for the above payment.
- d) If time is lost by an apprentice for any reason not considered satisfactory by the RTA, the RTA is entitled to deduct an amount proportionate to that time from their weekly wage.

4.1.3 Traffic signals-non trades staff

The rate of pay for traffic signals labourers and technicians assistants includes compensation for:

- dirty or hot work
- working in the wet
- working in confined or awkward places



- other disability work for which there is no provision
- general conditions under which the work is required to be carried out

4.2 Other rates

In addition to the rates otherwise prescribed in clause 4.1 Rates of Pay, the following other rates will be paid for all purposes of the Agreement.

4.2.1 Transport workers

- a) All transport workers will be required to perform duties other than driving, loading and unloading vehicles and will be paid the inclement weather allowance as part of their ordinary rate. These duties will be consistent with work currently performed by the RTA's transport workers.
- b) Transport workers driving trucks equipped with side stacking or side loading devices, HIAB or similar type cranes, or any type of mechanical lifting device, will be paid an additional amount as set out in Table 2 - Other Rates and Allowances of Part C, Monetary Rates.

4.2.2 Leading hands

- a) Labourers and plant operators who are in charge of staff will be paid an amount per week as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following:
 - 2-5 staff
 - 6-10 staff
 - more than 10 staff.
- b) Skilled trades, Sydney Harbour Bridge maintenance staff and transport workers who are in charge of:
 - 2-5 staff
 - 6-10 staff
 - more than 10 staff.

4.2.3 Skilled tradespersons

A building tradesperson employed not exclusively for setting out, checking and marking off the work of other staff will be paid an additional amount per week as set out in Table 2 -Other Rates and Allowances of Part C, Monetary Rates.

4.2.4 Electrical tradespersons

Staff possessing the New South Wales Electrical Mechanic's Licence issued under the Electricity Development Act 1945, will be paid an amount per week for the Electrical Mechanic's Licence allowance as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates follows:

- "A" Grade
- "B" Grade,

4.2.5 Plumbers

- a) An amount per hour as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates, is payable in addition to the ordinary rate of pay where staff are required to act on a:
- Plumber's Licence
 - Gasfitter's Licence
 - Drainer's Licence
 - Plumbers and Gasfitters' Licence
 - Plumbers and Drainers' Licence
 - Gasfitters and Drainers' Licence
 - Plumbers, Gasfitters and Drainers' Licence.

4.2.6 Tool allowance

- a) The following tradespersons and apprentices will be paid tool allowance per week as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates.

Blacksmith

Boilermaker/Structural Steel Tradesperson

Bricklayer

Bridge and Wharf Carpenter

Cabinet Maker

Carpenter

Civil Engineering Construction Carpenter

Drainer

Electrical Fitter

Electrical Mechanic

Electronics Tradesperson

Fitter

Machinist (metal trades) First Class

Marker Off

Mechanical Tradesperson Special Class

Motor Mechanic

Painter

Patternmaker

Plant Electrician

Plant Mechanic

Plasterer

Plumber

Plumber and Gasfitter

Plumber, Gasfitter and Drainer

Radio Fitter/Mechanic



Refrigeration/Air Conditioning Mechanic
Sheetmetal Worker First Class
Signwriter
Toolmaker
Turner
Welder First Class
Welder Special Class.

4.2.7 Sydney Harbour Bridge maintenance staff

- a) Sydney Harbour Bridge maintenance staff may be directed to work on the steel and will be paid an additional amount per week, as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, to compensate for all disabilities arising from the nature of the bridge structure and its environs.
- b) Sydney Harbour Bridge painters involved in airless spraying and/or water jetting will be paid an amount as a loading to the weekly wage rate, as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.3 Incremental progression

- a) Technicians' assistants who have completed 12 months satisfactory service on the first year of the scale, will receive incremental progression.
- b) Appointment to each classification will be based on whether a vacancy exists and merit.

4.4 Allowances

4.4.1 General

- a) The following allowances do not form part of the ordinary wage and will not be paid for all purposes of this Agreement.
- b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate will be paid.
- c) The allowances will be paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

4.4.2 Distant places

- a) Staff will be paid an additional amount per day, as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for working in districts west and north of and excluding:
 - State Highway No. 17 from Tocumwal to Gilgandra
 - State Highway No. 11 from Gilgandra to Tamworth
 - Trunk Road No. 63 to Yetman
 - State Highway No. 16 to Boggabilla up to the western division boundary and excluding the municipalities through which the road passes.
- b) Staff working in the western division of the state will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

- c) Staff will be paid an additional amount per day or part of a day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for working within the area bounded by and inclusive of the following:
- Snowy River
 - New South Wales border to Dalgety then by road directly from Dalgety to Berridale
 - on the Snowy Mountains Highway at Adaminaby to Blowering
 - from Blowering south west to Welaregang and on to the Murray River
 - in a south easterly direction along the New South Wales border to the point of commencement.
- d) Staff will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates if they are engaged in road and bridge construction within the area bounded by and inclusive of the following:
- Queensland border on the north
 - State Highway No. 9 from Wallangarra to Bendemeer on the west
 - State Highway No. 11 from Bendemeer to Port Macquarie on the south
 - the coastline from Port Macquarie to Tweed Heads on the east.

4.4.3 Working in the rain

- a) If the following classifications of staff are required to work in the rain, they will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates regardless of the time worked:
- labourers
 - gangers
 - surveyors' field hands.
- b) If plumbers are required to work in the rain they will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- c) Maintenance patrollers will not be entitled to this allowance however the RTA will supply oilskins and gumboots for the period of their employment.

4.4.4 Wet places and slurry

- a) This clause applies to the following classifications of staff:
- labourers
 - gangers
 - tradespersons
 - surveyors' field hands
 - traffic signals — non trades staff.
- b) "Wet places" are places where enough water falls to appreciably wet staffs' clothes or saturate their boots. It includes working in swamps or on boats but not rain.
- c) In all underground areas that are wet, the RTA will provide waterproof overalls.

- d) If the following staff are required to work in wet places or slurry, they will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates in addition to their ordinary rate:
- labourers
 - gangers
 - tradespersons
 - surveyors' field hands
 - traffic signals — non trades staff.
- e) Staff are not entitled to wet pay and slurry pay for the same period.
- f) If the RTA provides staff with suitable protective clothing and footwear, they will not be entitled to this allowance except when they are working in slurry more than 15.2 cm deep.
- g) Labourers and gangers required to work in certain depths of water will be paid an amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates in addition to their ordinary rate as follows:
- 45.7 cm deep
 - 91.4 cm deep.
- h) Tradespersons required to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less will be entitled to an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- i) Where tradespersons are not provided with protective clothing and footwear and they are required to work knee-deep in mud or water, they will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for each day or part of a day.

4.4.5 Removal of snow

If labourers are required to remove snow they will be paid an amount in addition to their ordinary rate as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following:

- between 2.5 cm and 15.2 cm deep
- more than 15.2 cm deep.

4.4.6 Confined spaces

- a) Labourers and tradespersons will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates if they are required to work in a cramped or poorly ventilated place. The allowance will not be payable to labourers working in the following:
- pipes
 - conduits
 - access holes
 - culverts.
- b) This payment to labourers must be approved by the works supervisor. Staff wishing to dispute the matter will be handled according to the Grievance Resolution and Dispute Settlement in Section 7.7 of this Agreement.

- c) For the purpose of this clause, "confined space" means a small compartment or place not properly ventilated, where access to it is through an access hole or similar opening, it is necessary to work in a cramped position, or such other place as determined by the RTA.
- d) Traffic signals-non trades staff required to work in a confined space will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.7 Height money

- a) For the purpose of this clause, "height" is calculated from where staff need to place their hands or tools in order to carry out their work, including:
 - ground
 - deck or floor (a substantial but temporary structure capable of protecting staff from falling any further distance)
 - water (the mean water level in tidal waters).
- b) This clause does not apply to tradespersons working on a scaffold erected according to the NSW Construction Safety Act, 1912.
- c) Staff will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following heights:
 - plant operators working on the moving platform of a Super-Snoop Inspection Unit 7.5m from the ground, deck, floor or water:
 - for the first 7.5m or over
 - an amount for each additional 3m
 - tradespersons working 7.5m from the ground, deck, floor or water:
 - for the first 7.5m or over
 - an amount for each additional 3m
 - labourers working on any structure at a height of 9.1m where an adequate fixed support of more than 76.2 cm wide is provided :
 - traffic signals — non trades staff working 7.5m from the ground, deck, floor or water:
 - for the first 7.5m or over
 - and an amount for each additional 3m
 - gangers and labourers working on any structure more than 9m high and where adequate support at least 0.76m wide is not provided.

4.4.8 Depth money

Tradespersons working in tunnels, cylinders, caissons, coffer dams, sewers, and underground shafts more than 3m deep will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.9 High risk money

- a) Sydney Harbour Bridge maintenance staff working on high risk tasks shall be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- b) High risk tasks are defined in *Appendix A*.

4.4.10 Explosive powered tools

If labourers and tradespersons are required to use explosive powered tools they will be paid an amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.11 Power driven tools

If bridge and wharf carpenters are required to use power driven tools they will be paid an amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.12 Brickwork

- a) Bricklayers and labourers required to lift/lay blocks (other than concrete blocks for plugging purposes) will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following:
 - blocks weighing over 5.5 kg and under 9 kg.
 - blocks weighing over 9 kg and under 18 kg.
 - blocks weighing over 18 kg.
- b) Staff will not lift any building block in excess of 20 kg without mechanical aid or the assistance of another staff member. Staff will not lift any block in excess of 20 kg to a height above 1.2m from a working platform without mechanical aid.
- c) Labourers and bricklayers required to clean bricks using acids or other corrosive substances will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates. The RTA will supply bricklayers with gloves.
- d) Tradespersons engaged in bagging bricks or concrete structures will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- e) One bricklayer on each site will operate the brick cutting machine. They will be paid an additional amount per hour or part of an hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.13 Roof repairs

Staff who are required to carry out roof repairs will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates. for the following:

- labourers working on a roof more than 12.2m from the nearest floor level
- tradespersons working on a roof more than 12m from the nearest floor level.

4.4.14 Applying obnoxious substances

- a) This clause applies to labourers, tradespersons and Sydney Harbour Bridge maintenance staff.
- b) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system will be regarded as obnoxious substances.
- c) Staff engaged in the preparation/application of epoxy based materials will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

- d) In addition, tradespersons using these materials in buildings that are usually air conditioned will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for the time the air conditioning plant is not operating.
- e) If there is inadequate natural ventilation, the RTA will provide ventilation by artificial means or supply an approved type of respirator. It will also supply protective clothing as recommended by the Department of Health, New South Wales.
- f) Staff working in close proximity to staff working with obnoxious substances will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- g) Labourers involved in the preparation/spraying of pesticides and weedicide will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.15 Granulated slag

Labourers working with granulated slag will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.16 Coal wash

- a) This clause applies to labourers, plant operators and tradespersons involved in road construction work in the Illawarra Region which covers the area serviced by the Bellambi Works Depot.
- b) Staff working in areas where coal wash is being unloaded, handled or spread will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates. This rate replaces the allowances for dirty, wet, confined spaces or similar disability.

4.4.17 Bitumen spraying

Labourers, excluding plant operators, required to spray tar or bituminous materials under pressure will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.18 Paint spraying

Painters working with spray applications outside a properly constructed booth, approved by the Workcover Authority of NSW will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.19 Dirty work

- a) Tradespersons will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for work that:
 - is of a dirty or offensive nature by comparison to normal work
 - is not covered by any other special rate and
 - the works supervisor and tradesperson agree is of a dirty nature.
- b) Bridge and wharf carpenters using creosote, tar, bitumen, wood preservative or any other material or liquid that is injurious to clothes or tools will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

- c) The RTA will provide oil or other suitable solvents to allow staff to remove tar, bitumen, creosote or similar preparations from their clothes and skin.
- d) Bridge and wharf carpenters working where dirt, dust or other foreign matter or refuse has accumulated to the extent that it is likely to become damaging to their clothes, tools, or objectionable or injurious to their person will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

This additional payment affects bridge and wharf carpenters who are working on or involved in the construction, repair, demolition, or renovation of:

- coal hoppers or bins
 - metal hoppers or bins
 - wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a similar nature.
- e) All disputes will be handled as prescribed in the Grievance Resolution and Dispute Settlement in Clause 7.7 of this Agreement.

4.4.20 Insulation material

Tradespersons will be paid an additional amount per hour or part of an hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, if they are:

- handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material
- working in the immediate vicinity of staff using these materials.

4.4.21 Scaffolding

- a) Tradespersons will be paid an additional amount for the first four hours or part of this time, and an additional amount for each subsequent hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates on any day they are employed:
- on a swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc
 - on a suspended scaffold requiring the use of steel or iron hooks or angle irons more than 6m high from the nearest horizontal plane.
- b) Solid plasterers will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, when working from a swing scaffold.
- c) Tradespersons who hold a scaffolding or rigging certificate issued by the Workcover Authority of NSW and are required to act on that certificate, will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.22 Chokages

Tradespersons will be paid an additional amount per day or part of a day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates if they are required to:

- open any soil pipe, wastepipe, drain pipe or pump conveying offensive material or a scupper containing sewerage
- work in a septic tank when it is in operation.

4.4.23 Second hand timber

If bridge and wharf carpenters' tools are damaged by nails, dumps or other foreign matter when working with second hand timber, they will be paid an additional amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the day on which their tools were damaged, provided it is reported immediately to the RTA's representative on the job.

4.4.24 Skilled tradespersons

Skilled tradespersons, excluding leading hands, required to compute quantities/materials for work performed by other staff, will be paid an additional amount per day or part of a day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.25 Electric welding

- a) Plumbers when electric welding, will be paid an additional amount per hour as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates.
- b) Plumbers holding a Department of Industrial Relations Oxy-acetylene or Electric Welding Certificate who may be required by the RTA to act on either of the certificates during their employment will be paid an additional amount per hour as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates for each certificate for every hour of employment completed by the certificate holder or in the supervision of work.
- c) Plumbers, gasfitters or drainers required to hold a Certificate of Registration will be paid an additional amount per hour as set out in Table 2 Other Rates and Allowances, of Part C, Monetary Rates with the exception of overtime and shift work which will be paid as a flat rate for all hours worked.

4.4.26 Asbestos materials

Tradespersons required to use materials containing asbestos or to work with staff using asbestos, will be provided with and must use necessary safeguards as required by the appropriate occupational health and safety authority.

Tradespersons will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates if the safeguards make the wearing of protective equipment mandatory.

4.4.27 Asbestos eradication

- a) Asbestos eradication means work on or about building which involves the removal or any other method of neutralisation of any materials which contain asbestos.
- b) All aspects of asbestos eradication work will be conducted in accordance with:
 - NSW Occupational Health and Safety Act, 1983
 - Occupational Health and Safety (Asbestos Dust) Regulation, 1984
 - NSW Construction Safety Act 1912 & Regulations.
- c) Tradespersons engaged in asbestos eradication will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates in lieu of special rates prescribed elsewhere in this agreement except for the rates for:
 - Swing scaffold
 - Paint spray, and
 - Second hand timber.

4.4.28 Asphalt plant repairs

Tradespersons will be paid an additional amount per hour or part of an hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for repairs, maintenance or alterations to the following designated areas of hot mix plants:

- dryer drum
- hot elevator
- single chute (Bellambi)
- screens
- weighing hopper
- pug mill
- scrubbing bins, jets and scrubbing pits (Bellambi)
- cyclone
- hot bitumen kettle (Bellambi).

In addition, tradespersons will also be paid other relevant special rates.

**4.4.29 Trailer allowance**

Traffic signals-non trades staff required to drive motor lorries drawing trailers will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.30 Driving allowance

- a) Surveyors' field hands will be paid a driving allowance per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following:
 - motor vehicle or motor launch
 - four wheel drive vehicle off recognised roads, in paddocks or on unserviced bush roads or for part of the day.
- b) Staff are responsible for keeping the motor vehicle in running order while on the road. However, they are not responsible for carrying out repairs to the vehicle.

4.4.31 Moss allowance

Surveyors' field hands who are proficient in the use of Moss computerised modelling systems will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

"Proficiency" for the purpose of this clause means a surveyors' field hand who has had at least 12 months' experience in the use of the Moss computerised surface modelling system.

4.4.32 Hydrographic allowance

Surveyors' field hands engaged in hydrographic duties involving soundings, current testing or tide gauge readings aboard a boat will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.33 Compressor allowance

Transport workers who are responsible for a compressor in connection with drilling machines in addition to their other duties, will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.34 Long/wide loads allowance

- a) Transport workers who drive a loaded motor wagon or articulated vehicle (excluding vehicles included in the definition of Transport Worker Grade 8) which together with its load exceeds:
- 2.90m in width or 18.29m in length or 4.30m in height measured from the ground level will be paid an amount per hour with a minimum amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates
 - 3.36m in width or 21.34m in length or 4.58m in height measured from the ground level will be paid an amount per hour with a minimum amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- b) If a load is being carried by an articulated vehicle equipped with rear-end steering and a steersperson is required in addition to a tractor driver, they will both be paid an additional amount per hour with a minimum payment per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

4.4.35 Tow truck drivers/attendants

Tow truck drivers/attendants who work on the Sydney Harbour Bridge approaches will be paid an amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for each hour or part of an hour worked on the roadway of the Sydney Harbour Bridge and approaches. This is to compensate for the extra exposure to traffic hazard and also applies when staff are working overtime.

4.4.36 Night allowance

Sydney Harbour Bridge maintenance staff required to work at night on the focusing and adjustment of floodlights, will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

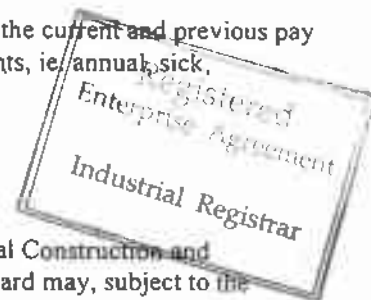
4.4.37 Toilet allowance

- a) General services officers required to work in toilets, on outside steps, marble or brass or required to scrub marble, terrazzo, rubber floor corridors or stairs and involves kneeling, will be paid an additional amount per week as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- b) Toilets of both sexes can be cleaned by either male or female cleaners provided that the toilets are not in use at the time of cleaning. The RTA will supply appropriate warning signs.

4.4.38 Traffic signals-labourers

- a) If traffic signals labourers are required to accept additional skills/responsibilities, an amount per hour will be paid as a loading to the weekly wage rate, as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for the following:
- Operate Air Compressor
 - Operate Concrete Saw
 - Drive Lorry (Tipper - major gang)
 - Supervise.
- b) The allowance will also be paid where appropriate for overtime worked.

- c) Traffic signal labourers will not be entitled to more than one allowance at one time.
- d) If staff are paid an allowance for normal working hours during the current and previous pay periods, they will also receive the allowance with leave payments, ie, annual, sick, extended, etc.



4.5 Mixed functions

- a) All staff whose classifications have been taken from the General Construction and Maintenance Civil and Mechanical Engineering &c (State) Award may, subject to the provisions of this clause, have their:
- classification and rate of pay changed on an hourly basis
 - weekly wage calculated on an hourly basis by applying the appropriate rates.
- b) Staff, excluding traffic signals-non trades staff, required to carry out duties of a classification with a higher rate of pay for:
- more than two hours during one day, will be paid the higher rate for that day
 - two hours or less during one day, will be paid the higher rate for the actual time worked.
- c) Traffic signals-non trades staff:
- required to temporarily carry out duties in a higher grade, will be paid the rate they would be entitled to if they were appointed to that grade
 - required to work in a higher grade for two hours or more of any shift and incur travelling time, will be paid for travelling time at the same rate as time worked
 - required to act/relieve in a lower grade, will not have their wages reduced except in cases of:
 - official misconduct
 - general retrenchment
 - circumstances beyond the control of the RTA, where work in a higher grade is not available
 - required to act in a higher grade for more than two hours of any shift, will be paid at the higher rate for the full day or shift.

4.6 Overtime

4.6.1 General

- a) If the RTA requires staff to work reasonable overtime at overtime rates, then the overtime must be worked in accordance with these provisions.
- b) Staff will not be required to report to work earlier than their set starting time or return later than their set finishing time without the payment of overtime. Provided that, staff who travel outside of their ordinary working hours will only be paid ordinary rates or as prescribed in clause 6.3.3 of this Agreement.
- c) Overtime work that commences before or after a shift and continues for an unbroken period during which ordinary time is worked will be calculated by reference to the total hours worked.
- d) Overtime paid for time worked outside the ordinary hours will be at the following rates:
- first two hours:
 - time and a half

- after the first two hours:
 - double time
- all work after 12 noon on Saturday:
 - double time
- all work on Sunday:
 - double time
- all work on a public holiday:
 - double time and a half.

Overtime that is regular overtime and normally commences after 12 noon on Saturday will be paid at:

- time and a half for the first two hours then double time.

e) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:

- 30 minutes for a meal or crib break without loss of pay, after the first two hours, and
- a similar time allowance for each additional four hours of overtime worked.

To qualify for the above payment staff must continue to work after their allowed break.

f) The RTA and staff having regard to statutory requirements, may agree to a meal or crib break being taken at any time. Where the breaks are not taken they will be paid for at the appropriate overtime rate.

g) Staff required to work during a recognised meal break will be paid at ordinary overtime rates until they receive a meal break.

Provided that, where for special reasons, staff who are involved in construction of concrete and/or hot mix roads and culverts and/or bridges or in connected work, are called to work for a maximum of 30 minutes during recognised meal breaks they:

- will not be paid additional rates of pay if they receive equivalent meal time.

h) Staff who work overtime:

- and do not have 10 consecutive hours off duty between termination of their ordinary work day or shift and the commencement of ordinary work in the next day or shift, or
- on Saturdays, Sundays and public holidays, (which are not ordinary working days off, or an ADO) without 10 consecutive hours off duty in the 24 hours before the starting time of their next ordinary day or shift

will be released after completion of their overtime until they have had 10 consecutive hours off duty.

If the 10 hours off duty occurs during ordinary working time it will be without loss of pay.

i) Staff required to work on a Saturday, Sunday or public holiday will be paid for at least four hours work or paid for four hours at the appropriate rate.

j) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

- paid double time until they are released from duty
- entitled to be absent, without loss of pay for ordinary working times, until they have completed 10 consecutive hours off duty.

k) The conditions in (j) above also apply to shift workers except that eight hours will be substituted for 10 hours when overtime is worked:

- for the purpose of changing shift rosters

- where shift workers do not report for duty and day workers or shift workers are required to replace them
 - where a shift is worked by arrangement between staff themselves.
- l) Staff are not allowed to work more than half an hour overtime completing holes for firing and before firing when excavating sandstone or underground except in emergencies.
- m) Staff recalled to work after leaving their job will be paid a minimum of four hours overtime rates.
- n) Staff required to be on call either at home, work or elsewhere after ordinary hours will be paid standing-by time at the ordinary rate for the time they are on call.



4.6.2 Meal allowance

- a) Staff required to work more than 1½ hours after normal finishing time will be:
- provided with a meal, or
 - an amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- b) On completion of each four hours continuous overtime, staff will be paid an amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for each subsequent meal in addition to the overtime payment.
- c) Staff who are in receipt of an accommodation allowance that includes payment for the evening meal (see clauses 6.4 sub clauses c, d, and f), are not entitled to payment under sub clause (a) above.
- d) Surveyors' field hands required to travel to a job 24.3 km or more, by the most practicable route from the surveyors' office, without being notified the previous day will be paid the allowance in (a) above.

4.7 Payment of wages and termination of employment

- a) Wages will be paid fortnightly.
- b) One day of each pay period will be recognised as the pay day.
- c) Prior to pay day, staff will receive a confidential docket with the following details:
- gross amount and particulars of wages and allowances
 - amount and particulars of deductions
 - classification
 - date on which payment is made
 - period of employment to which the payment relates
 - amount of deductions.
- d) Wages will be paid into a bank account nominated by staff except in isolated areas, hardship or other exceptional circumstances where payment will be made by cheque provided that:
- cashing facilities are available within 24 hours of staffs' normal pay day
 - if the normal pay day is a Friday, cashing facilities will be available by 5.00 pm on that day.
- e) If staff are discharged, except for misconduct, they will be paid all wages due to them at the time of their discharge.

- f) Staff who are discharged for misconduct or resign will be paid all wages due to them within one week after discharge or after the timekeeper/ganger is notified of resignation by the staff member.
- g) If there is a delay, staff will be paid at ordinary rates for all working time they are kept waiting. The pay period will close not more than three working days before the recognised pay day.

5. Leave

5.1 General

Although leave entitlements are prescribed in days, because of flexible working arrangements (see sub-clause 3.2 Working hours) calculation of entitlements and the recording of leave taken will be made in hours.

5.2 Holidays

5.2.1 Public holidays

- a) This clause covers the following gazetted public holidays:
- New Year's Day
 - Australia Day
 - Good Friday
 - Easter Saturday
 - Easter Monday
 - Anzac Day
 - Queen's Birthday
 - Christmas Day
 - Boxing Day
 - Labour Day
 - in districts where Labour Day is not celebrated, staff will be given the Sydney Labour Day
 - Proclaimed State public holidays
 - Proclaimed local holidays do not qualify.
- b) Staff will be paid for State public holidays on the following basis (unless specified elsewhere in this Agreement) if:
- the holiday occurs on a normal working day
 - they are present at work the working day before the public holiday and
 - they are present at work the working day after the public holiday
 - they have a reasonable excuse or approval from an appropriate senior person to be absent from work on the working day before or after the public holiday
 - they have worked up to the time of general stoppage for the public holiday and resumed when the work recommenced.
- c) Staff will be paid for the public holiday as if for their normal working hours (maximum eight hours).
- d) If the holiday falls on a weekend no additional payment will be made unless staff are required to work on that day.
- e) When a holiday occurs during the first month in which staff are absent through illness, they will be paid for that day at the rate applicable immediately before their absence.
- f) Public holidays that occur when staff are on leave will not be counted as a charge against leave except where the leave taken is Long Service Leave.

- g) Staff entitled to be paid for public holidays, will be paid in full for any holidays occurring during a period of absence where worker's compensation payments are being made.
- h) If the public holiday occurs during the first two weeks in which staff have been granted leave without pay, they will be paid for that day at the rate applicable immediately before the absence.

5.2.2 Picnic day

- a) Picnic day occurs on the first Monday in December each year.
- b) Staff not required to work on picnic day will be paid at their ordinary rate.
- c) Staff required to work on picnic day will be paid double time and a half for a minimum of four hours.

5.2.3 Local public holidays

- a) If an additional public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or State Government under any acts throughout the State, that day will be recognised as a holiday for the purposes of this Agreement.
- b) Staff are not entitled to more than one (or two half days) local public holiday in a calendar year.

5.2.4 Other

- a) If the RTA terminates the services of a staff member other than for misconduct or incompetence, the staff member will be paid a day's ordinary wages for each public holiday occurring within 10 consecutive calendar days after the termination date.
- b) If more than two public holidays occur within a seven day period, they will be regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days, eg. Christmas Day, Boxing Day and New Year's Day are regarded as a group.

5.3 Annual leave

5.3.1 General

- a) Annual leave accrues at $1\frac{2}{3}$ days for each completed month of service, up to a maximum of 20 days per year.

Annual leave does not accrue for:

- unauthorised absences
- leave without pay exceeding five working days in a leave year unless the leave is taken during annual close down.

- b) Annual leave is to be taken:

- in one consecutive period up to six months after the completion of 12 months service
- with agreement of the RTA, in not more than three periods throughout the year
- at a time convenient to the RTA and the staff member.

It is desirable that periods of annual leave plus public holidays and ADO be taken in whole weeks, ie. Monday to Friday.

- c) In exceptional circumstances, the RTA may allow staff to accumulate leave up to 40 working days provided they reduce their leave as soon as possible.

- d) On termination of employment, staff will be paid the monetary value of accrued annual leave.

5.3.2 Annual close down

- a) The current practice of staff taking all annual leave accrued to 31 December during the December/January school holiday period will continue to apply.
- b) The RTA may seek to vary this practice by agreement between management and the majority of staff for reasons including geographic, climatic or urgent works in which case:
- staff may take a minimum of two weeks annual leave for the Christmas period in addition to the public holidays
 - the minimum period may be reduced with agreement between management and the majority of staff either the whole of the office or specific gangs or depots within an office and the balance of annual leave will be taken at a time that generally coincides with school holidays.
- c) If whole/part of a depot is temporarily closed or reduced to a minimum for the purposes of annual holidays, staff who do not have sufficient leave to cover this period may be required to take leave without pay.
- d) If staff are required to take leave without pay during the annual close down period:
- they will be paid for all public holidays occurring during this period
 - this period will count for the accrual of annual leave.

5.3.3 Shift workers

- a) Seven day shift workers' ordinary working period includes public holidays and Sundays. They are entitled to the following additional annual leave:
- staff rostered continuously for the year as seven day shift workers
 - one week
 - staff rostered for part of the year as seven day shift workers
 - one day for every 36 seven day shifts.

Where the additional leave calculation results in a fraction of a day entitlement, staff will receive:

- no additional leave
 - payment for the time.
- b) For the purpose of this clause, additional week and days include public holidays, picnic day and non working days.

5.3.4 Annual leave loading

Annual leave loading has been rolled up by increasing weekly rates of pay by 1.35%, the change being implemented effective from 1 December 1994.

5.4 Long service leave

- a) Once staff have completed 10 years service, they are entitled to the following long service leave:
 - 44 working days on full pay, or
 - 88 working days on half pay.
- b) For each additional calendar year of service completed, staff will be entitled to 11 working days (15 calendar days) long service leave on full pay.
- c) Long service leave may be taken at full or half pay at a time that is convenient to the RTA. Long service leave cannot be taken for less than one quarter of a day.
- d) Staff members who have at least five years service as an adult but less than ten years service, will be paid a proportion of long service leave if their services are terminated:
 - by the RTA for any reason other than the staff member's serious and wilful misconduct, or
 - by the staff on account of illness, incapacity or domestic or other pressing necessity, or
 - on retirement.
- e) Service with any "State Authority" or any "Government Service" within the meaning of the Transferred Officers Extended Leave Act, 1961, as amended and as prescribed in the Act, will be regarded as service for the purpose of computing long service leave.
- f) Casual staff members are entitled to have their service recognised for long service leave purposes.

5.5 Sick leave

5.5.1 General

- a) In the first year of service, staff are entitled to sick leave on the following basis:
 - first 6 months of continuous service:
 - 5 days
 - 6-9 months of continuous service:
 - 7½ days
 - 9-12 months of continuous service:
 - 10 days
 - the RTA may defer payment of sick leave to staff:
 - who take sick leave during their first three months of service
 - until the staff member has completed three months of service.
- b) After the first year of service, staff will be granted sick leave:
 - on full pay
 - to a maximum of 10 working days in each sick leave year.

The RTA must be satisfied that staff's absence is not due to illness or incapacity attributable to misconduct.



- c) For the purpose of this clause, the sick leave year commences on:
- 1 January:
 - staff engaged before 1 January 1987
 - first day of service followed by the anniversary of that day:
 - staff engaged after 1 January 1987.
- d) Staff re-employed in the same year are entitled to the lesser of:
- a maximum of 10 days sick leave, or
 - the sick leave staff would have been entitled to had employment been continuous from the date of first employment in that year.
- e) Previous periods of employment are not taken into account for sick leave purposes.
- f) All sick leave not taken during the leave year accumulates and may be used as required for genuine absences due to illness or incapacity.
- g) If staff are unable to attend work due to illness, they are to contact their supervisor within 24 hours and advise:
- that they are unable to attend work, and
 - nature of their illness or incapacity, and
 - estimated period of absence.
- h) Staff absent from work for any period due to illness must submit a medical certificate showing the nature of the illness, if required by the RTA.
- i) Staff who have used all their accrued sick leave but are unable to return to work due to illness or incapacity and have supporting medical certificates, may take:
- accrued annual leave
 - accrued long service leave
 - sick leave without pay.

5.5.2 Leave and workers' compensation claims

- a) Pending the outcome of a claim for worker's compensation, staff members may be granted accrued sick leave. If the worker's compensation claim is approved, the sick leave taken will be restored to the staff member's entitlement.
- b) Staff who are absent from work for more than 26 weeks and:
- have sick leave available
 - may use available sick leave to top-up the difference between the statutory rate and ordinary rate of weekly wage
 - they do not have sick leave available
 - will receive statutory weekly compensation payments only

5.5.3 Illness when on annual or long service leave

- a) Staff who are sick for any period when they are on annual leave or for a week or more whilst on long service leave and who have a supporting medical certificate:
- will be entitled to accrued sick leave for the period covered by the medical certificate
 - the annual or long service leave replaced by the sick leave will be re-credited to the staff member's entitlement.

- b) Sick leave will not be granted for annual or long service leave taken prior to resignation or termination of services.

5.6 Maternity leave

- a) Female staff, excluding casuals, are entitled to maternity leave to allow them to retain their position and return to work within a reasonable time after the birth of their child.
- b) Maternity leave may be granted on the basis of:
 - unpaid maternity leave
 - up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth
 - paid maternity leave
 - staff completing 40 weeks continuous service prior to the birth are entitled to nine weeks full pay from the date maternity leave starts.

5.7 Adoption leave

- a) Female staff, excluding casuals, are entitled to adoption leave for the adoption of a child under school age.
- b) From the date of taking custody of the child, adoption leave will be given on the following basis:
 - three weeks on full pay if they have completed 40 weeks continuous full or part-time service (but not a casual employee), or
 - an extended period of up to 52 weeks, taken from the time of placement of the child, as
 - available annual leave, long service leave followed by leave without pay, and/or
 - leave without pay only.

Male staff may apply for parental leave and in special circumstances, leave for adoption purposes.

5.8 Parental leave

- a) Parental leave is available to staff who are not entitled to maternity or adoption leave.
- b) Staff may be granted up to 52 weeks unpaid parental leave to share in the responsibility of caring for their young children.
- c) Leave may commence any time up to two years from the date of birth or adoption of the child. The leave may be taken full time for up to 12 months or on a part time basis over a period of up to two years.

5.9 Family and bereavement (compassionate) leave

Staff may be granted leave for reasons related to family and community responsibilities through:

- a) **Family Leave:** the maximum amount of family leave payable at ordinary rates is:
- during the first 12 months of service 2.5 working days (after deducting any family leave or short leave granted during the last 12 month period); or
 - after the completion of 12 months service 5 working days in any period of 2 years (after deducting any family leave or short leave granted during the last 2 years period); or
 - the period calculated by allowing 1 day for each completed year of continuous service and deducting the total amount of all family leave and short leave granted to the staff member throughout their service,

whichever is the greater.

For the purposes of this clause calculation of family leave entitlements commence on 29 November 1994 - the date that short leave was introduced for wages staff.

- b) **Bereavement (compassionate) leave:** up to 3 days paid leave on each occasion to cover the period necessary to arrange or attend the funeral of a relative.
- c) Access to other forms of leave are available to specifically care for family members who are ill. These include:
- accrued sick leave
 - accrued recreation leave
 - leave without pay

Depending on the circumstances, an individual form of leave or combination of leave may be taken. It is the RTA's intention that each request for family leave be considered equitably and fairly.

- d) For the purposes of this clause Family members and Relatives are defined as follows:
- Family members include -
- a spouse, or
 - a de facto spouse (same or opposite sex), or
 - a child (including an adopted child, a step child, a foster child or ex nuptial child), or
 - a parent (including a foster parent and legal guardian), or
 - a grandchild, grandparent or a sibling (either the staff member's, spouse's or de facto's), or
 - a relative who is a member of the same household as the staff member, where, for the purposes of this clause
 - relative means a person related by blood, affinity or marriage,
 - affinity means a relationship that one spouse, because of marriage, has to blood relatives of another, and
 - household means a family group living in the same domestic dwelling

5.10 Study leave

- a) Staff are entitled to study leave if they are studying a course which:
 - is appropriate to their present classification, or
 - is relevant to the RTA, or
 - provides progression or reclassification opportunities.
- b) Study leave will be granted on the following basis:
 - face to face students:
 - half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - 20 days per academic yearwhichever is the lesser
 - correspondence students:
 - half an hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or
 - 20 days per academic yearwhichever is the lesser.

5.11 Examination and pre-examination leave

To assist staff attempting final examinations in approved courses and to free them from work immediately prior to an examination, staff will be given a maximum of:

- five days examination leave per calendar year for time occupied in travelling to and from and attending the examination, or
- half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

5.12 Military leave

- a) Staff who are part time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave on the following basis:
 - military forces:
 - 14 calendar days annual training
 - 14 calendar days instruction school, class or course
 - naval forces:
 - 13 calendar days annual training
 - 13 calendar days instruction school, class or course
 - air force:
 - 16 calendar days annual training
 - 16 calendar days instruction school, class or course.
- b) Staff are also entitled to an additional grant of up to four calendar days for additional obligatory training.

5.13 Special leave

Staff may be granted special leave for certain activities that are not covered by other forms of leave, including:

- jury service
- moving residence
- as a witness when called or subpoenaed by the Crown
- emergency volunteers
- declared emergencies
- emergency services and bush fire fighting courses
- trade union activities and training
 - trade union training (up to 12 days per two years)
 - attending as a witness for a trade union
 - assisting counsel or acting as a union advocate
 - acting as member of a conciliation committee
 - loan of services to a trade union
 - member of union executives or councils
- ex-armed services personnel: Medical Review Board etc.
- National Aborigines' Day
- miscellaneous:
 - returning officer
 - local government - holding official office
 - retirement seminars
 - naturalisation
 - bone marrow donors
 - exchange awards - Rotary or Lions
 - sport - Olympic and Commonwealth Games
 - graduation and other academic ceremonies
 - professional or learned society meetings/conferences.



6. Travel/Accommodation

6.1 Camping areas

- a) When necessary, the RTA will provide camping areas with agreed facilities, standards and conditions for staff, free of charge.
- b) Camps will not be erected within:
 - 33 km of the General Post Office, Sydney
 - 16 km of the General Post Office, Newcastle.

6.2 Camping facilities

6.2.1 General

- a) Camps established after 19 February 1986 will have pathways with overhead shelter and lighting between the accommodation cubicles and the bathroom.
- b) Bedroom accommodation will consist of a single cubicle for each staff member not less than 14.2 cubic metres in size and containing:
 - lining and ceiling
 - bedstead and innerspring or rubber mattress
 - table, seat and lockable wardrobe
 - timber floors and suitable floor coverings
 - door and fly-proof screen door
 - moveable window and a fly proof gauze
 - locking facilities (no alike keys)
 - electric or LPG lighting and heating
 - electric fan, if electricity is available.
- c) Separate kitchen facilities will be provided for cooking, refrigerating and preparing food on the following basis:
 - in camps established after 19 February 1986, or when existing building services become unserviceable or need renovation, :
 - 3000 mm x 3000 mm x 2200 mm in size for up to eight staff
 - 3000 mm x 7200 mm x 2200 mm in size for 9-16 staff
 - 3000 mm x 3000 mm x 2200 mm for each additional eight staff in camps with more than 16 staff
 - separated from the dining room or divided by a ceiling to floor partition fitted with a door
 - fully lined and ceiled
 - all doors and windows fitted with fly proof screens
 - must not contain the only external entrance/exit door
 - floor completely covered with vinyl or similar substance
 - one gas or electric cooking stove (including four hot plates and an oven) for every four staff
 - sufficient food storage cupboards and bench space



- 0.04 cubic metres of refrigeration space per staff and freezing facilities
- one wall/roof mounted exhaust fan for each stove, if electricity is available
- one stainless steel sink with hot and cold water, for each stove
- gas or electric urns for boiling water.

d) Separate dining room facilities will be provided on the following basis:

- in camps established on or after 19 February 1986 or when existing buildings become unserviceable or need renovation:
 - 3000 mm x 4200 mm x 2200 mm in size for up to eight staff
 - 3000 mm x 7200 mm x 2200 mm in size for 9-16 staff
 - 3000 mm x 3000 mm x 2200 mm for each additional eight staff in camps with more than 16 staff
- separated from the kitchen or divided by a ceiling to floor partition fitted with a door
- fully lined and ceiled
- all doors and windows fitted with fly proof screens
- floor completely covered with vinyl or similar substance
- one table 1200 mm long for every four staff
- no more than four tables in a dining room 3000 mm x 7200 mm in size
- four chairs with back rests for each table
- ceiling or wall fans, or if camps are located in distant places as outlined in clause 4.4.2
 - a) Distant places, reverse cycle air conditioning units will be installed instead of ceiling or wall fans, if electricity is available
- electric or gas heaters.

e) Bathroom facilities will be provided on the following basis:

- camps established on or after 19 February 1986 or when existing buildings/facilities become unserviceable or require renovation:
 - three showers and three wash basins for every sixteen staff
 - minimum of two showers and two wash basins for up to eight staff
- hot and cold water
- fully lined and ceiled
- floor completely covered with tiles or similar substance
- adequate drainage from the floor
- entrance door fitted with fly proof screens
- sufficient exhaust fans in the roof or walls, if electricity is available.

f) Laundry facilities will be provided on the following basis:

- one wash tub for every 10 staff
- sufficient number of electric or gas coppers
- hot and cold water
- fully lined and ceiled
- clothes line.

- g) Sanitary conveniences, which will be situated within reasonable distance from the accommodation facilities, will be provided on the following basis:
- three toilets for every 16 staff
 - minimum of two toilets for up to eight staff
 - each toilet will be partitioned off
 - fly proofed
 - erected to provide shade and protection from the weather
 - kept in a clean and hygienic condition with sufficient covering to ensure decency
 - sewerage in camps established for an expected period of at least 12 months, and if sewerage is not available, an alternative will be provided
 - situated away from the water supply and food stuffs so as to avoid contamination.
- h) The RTA will provide fuel/electricity necessary for:
- lighting
 - heating
 - cooking
 - refrigeration.
- i) The RTA will provide an adequate supply of water:
- reasonably convenient to all parts of the camp
 - stored in a covered container with a tap attached in order to prevent pollution
 - inspected frequently and cleaned out when necessary.
- j) The RTA will provide adequate drainage and the removal and dispersion of effluent from the mess room, laundry and bathroom.
- k) Recreation facilities will be provided on the following basis:
- in camps established on or after 19 February 1986 or when existing buildings become unserviceable or need renovation:
 - for 17-32 staff, a separate recreation room/building will be erected
 - for each additional 16 staff members, an additional recreation room or building
 - for up to 16 staff, the dining room may be used as a recreation area
 - fully lined and ceiled
 - adequately ventilated by means of gauzed windows and doors
 - all doors and windows fitted with fly proof screens
 - ceiling and wall fans, or if camps are located in distant places as outlined in clause 4.4.2 a). Distant places, reverse cycle air conditioning units will be installed instead of ceiling or wall fans, if electricity is available
 - separated from all other rooms or buildings in the camp
 - large enough to accommodate a table tennis table, dart boards and hooky boards.

6.2.2 Camp standards

The designs for the camp facilities outlined in this agreement are set out in the following standard drawings for camps established on or after 19 February 1986 or when existing buildings/facilities become unserviceable or need renovation:

- 0000.000.AB.5190
Kitchen & dining room for eight and 16 staff
- 0000.000.AB.5191
Kitchen, dining & recreation room for 24 staff
- 0000.000.AB.5192
Kitchen, dining & recreation room for 32 staff
- 0000.000.AB.5193
Transportable amenities building diagrams
(covers bathroom and toilets for eight and 16 staff)
- 0000.000.AB.5194
Transportable bunk houses diagrams
(sleeping cabin for one staff member)
- 0000.000.AB.5195
Transportable laundry diagrams
- 0000.000.AB.5196
Transportable amenities building sketch only
(caravans for two staff members)
- 0000.000.AB.5197
Transportable amenities building diagrams
(covers bathroom and toilets for 24 and 32 staff)

6.2.3 Camp maintenance and security

- a) The RTA will maintain the camp in a clean and sanitary condition, free from undergrowth, long grass, dangerous trees and vermin.
- b) Proper provision will be made for the disposal of garbage and any night soil.
- c) A camp attendant will be allocated to each camp and will be responsible for keeping the camp clean and tidy. For camps with more than 30 staff, the camp attendant will be employed on a full time basis.
- d) If a camp is established for a period of at least 12 months, there will be:
 - a chain wire fence at least 1.8m high erected around the camp
 - lockable gates attached to the fence so that the camp may be completely enclosed.
- e) If possible, a telephone will be connected at the camp and will be available for staff to use at their own cost.

6.2.4 Caravans

- a) Caravans will not be used to provide camping accommodation in the following circumstances:
 - staff working in construction gangs, where a camp is established for an expected period of at least six months
 - maintenance gangs that regularly camp in fixed locations in the course of a maintenance run.

- b) Caravans will:
- accommodate a maximum of two staff in single sleeping cubicles with a minimum floor space of 4.18m² each (two berth caravans will be a minimum of 4.87m long)
 - be fitted with an electric or port-a- gas stove
 - have hot and cold water if they are equipped with shower and bathing facilities
 - be fitted with beds and innerspring or rubber mattresses
 - be heated by means of electricity or LPG.
- c) The dining and sleeping areas of caravans will be fitted with ceiling or wall fans, or if caravans are located in distant places as outlined in clause 4.4.2 a) Distant places, reverse cycle air conditioning units will be installed instead of ceiling or wall fans, if electricity is available.

6.2.5 Camping allowance

- a) Staff who wish to return home at weekends, will be paid an allowance as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates plus an additional allowance as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for each 10 km or part thereof in excess of 100 km, on each occasion they return home provided they:
- work as required during the ordinary working hours, and
 - work on the working day before a weekend, and
 - work on the day after a weekend, and
 - notify the RTA or its representative no later than the Tuesday of each week, and
 - return home for the weekend.
- b) This allowance does not apply to staff where a conveyance is provided by the RTA to:
- transport staff to and from the place of work and the established centre where the organisation is based.
- c) Staff will be considered to have returned home if they are absent from their accommodation for not less than half the hours between finishing work in the one week and commencing work in the next.
- d) Staff required to camp, either at the direction of the RTA or because no transport facilities are available to them, will be paid a camping allowance as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for each day that they remain in an established camp or an amount for each day that they remain in a non- established camp. An established camp is a camp which meets the requirements of clause 6.2 of this Agreement. However, they will not be entitled to this allowance for any working day on which they are absent except in cases of sickness or any other reason beyond their control. If the RTA provides a cook then half of the above camping allowance will be payable.
- e) Time spent travelling between the camp or place of residence at a construction site and the place of work in excess of 20 minutes each way will be paid for at the ordinary rate of pay. Staff will not be required to leave camp earlier than is reasonably necessary to get them to work by starting time.
- f) Staff engaged in snow clearing operations will be paid the camping allowance without deduction at any camp where meals are cooked by paid staff of the RTA.
- g) Staff rostered to stand-by at snow clearing camps provided by the RTA will be paid a meal allowance as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for each breakfast, lunch and dinner occurring during the stand-by period.

6.2.6 Provision for stores

If a camp does not have a store/shop which enables commodities to be purchased by staff and tradespeople do not call, the RTA will provide free transport up to three times a week, to enable commodities to be obtained from the nearest town by an elected delegate of staff.

6.3 Fares and travelling

This clause does not apply to:

- laboratory testing assistants, except when employed on a construction site
- surveyors' field hands who report to the same fixed establishment, permanent office or depot of the RTA each day
- staff attached to the Sydney Harbour Bridge maintenance office
- general services officers
- staff camped at or residing at the work place
- traffic signal-non trades staff.

6.3.1 Fares

- a) This subclause applies where a fare can be established by a recognised public transport route from the staff member's residence to the work place or established pick-up point.
- b) Staff who travel to and from work by public transport will be paid all fares actually and necessarily incurred in excess of an amount per week or an amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, However, if the RTA provides camping facilities or equivalent, and staff travel to and from their residence each day, fares in excess of an amount per week as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, will not be paid.
- c) Staff who spend more than 10 minutes travelling each way between the nearest stopping place of any public transport and work will be paid for the time at the ordinary rate of pay. Walking time will be at the rate of 1 km in 12 minutes.
- d) If staff members elect to travel by their own transport, or because public transport is unavailable/impracticable, the RTA will pay the fare equivalent of public transport.
- e) Fares will only be paid if a staff member makes a claim within 14 days of the date the expense was incurred.

6.3.2 Travelling allowance

The following travelling allowance provisions will not apply where payment is made in accordance with the preceding clause 6.3.1-Fares.

- a) If camping facilities are not provided, public transport is not available and the RTA does not provide transport, staff will be paid an amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for the following distances:

- 3 but not more than 10 km
- more than 10 but not more than 20 km
- more than 20 but not more than 30 km
- more than 30 but not more than 40 km
- more than 40 but not more than 50 km
- more than 50 but not more than 60 km

more than 60 but not more than 70 km

more than 70 but not more than 80 km

more than 80 but not more than 90 km

more than 90 but not more than 100 km

- b) If the work or established reporting place is more than 100 km from the staff's residence, the RTA will provide camping facilities, transport or accommodation.
- c) If the RTA provides camping facilities and staff choose to travel to and from their residence each day, the RTA will not pay a travelling allowance in excess of the camping allowance.

6.3.3 Transport provided by the RTA

- a) If the RTA provides transport for staff to and from work and an established pick-up point, or to a point no more than 3 km from the staff member's residence, staff will be paid at ordinary rates for travelling time in excess of 10 minutes each way.
- b) If the RTA provides a vehicle:
 - travelling time will not be more than reasonable, allowing for the speed of the vehicle and the conditions of the road
 - vehicles will leave promptly at finishing time
 - staff will not have to travel a distance further than required
 - vehicles will be fitted with suitable seating accommodation and a cover to protect staff from the weather
 - explosives must not be carried on vehicles transporting staff.
- c) If the RTA transfers staff during working hours from one job to another, the RTA must:
 - notify the staff member one day before the transfer
 - pay for travelling time and fares
 - return staff to the point from which they were transferred if the RTA was unable to notify them the day before.

6.3.4 Traffic signals-non trades staff

- a) This clause applies to traffic signals-non trades staff only.
- b) Staff required to travel to work at another place more than 5 km from their headquarters and further from their homes than the headquarters, will be credited with full time at the single rate for:
 - the difference between the time necessary for them to leave their home for the temporary location and the time they would leave for the depot to work a shift commencing at the same time
 - the difference between the time they would arrive at their home on the end of their shift and the time they would arrive had they worked a similar shift at the headquarters.
- c) Staff required to travel to work within 5 km of headquarters will not be credited with travelling time unless they are required to report at the headquarters before work.

- d) Staff will be paid for time spent travelling while they are on duty on the following basis:
- maximum of 12 hours out of every 24 hours from the time travel commenced on a particular day
 - if a sleeping berth is provided, a maximum of eight hours out of every 24 hours from the time travel commenced on a particular day.
- e) Staff required to travel to or from work (that is away from their headquarters) by train before midnight and arriving before 6.00 am are entitled, where work permits, to:
- a maximum of eight hours rest time
 - payment for any part of the eight hours that extends into their working time up to a maximum of four hours.
- f) Staff who are temporarily transferred from headquarters to another place of work because of a strike or traffic conditions will not be credited with any travelling time.
- g) Staff members who work in a higher grade for more than two hours of any shift and incur travelling time to work that shift will be paid for travelling time at the same rate as time worked.
- "Headquarters" means the depot to which staff are attached or the place at which staff are ordinarily required to commence and finish work.

6.4 Country or distant work

- a) Country work means employment that requires staff to live away from their usual place of residence.
- b) The RTA will provide fares, and return fares if applicable, for all staff who are sent from:
- city to country centre
 - one country centre to another centre
 - a country centre to the city.
- c) If a staff member is sent from one place to another, the RTA will:
- provide reasonable board and lodging, or
 - provide camping facilities, or
 - pay an allowance per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- d) For broken parts of a week where camping facilities are not provided; the RTA will:
- provide reasonable board and lodging, or
 - pay an allowance per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- e) Reasonable lodging for the purpose of this clause means lodging in a well kept establishment, of at least 2 1/2 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available. If suitable motel accommodation is not available single room hotel accommodation may be provided.

- f) As an alternative to the provision of reasonable board and lodging, the RTA will provide reasonable lodging and staff may elect to receive an amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, and incidental expenses incurred for the following meals taken:
- breakfast
 - lunch
 - dinner
 - incidentals (per night away from residence or headquarters).
- g) Staff in receipt of full board and lodgings are entitled to an incidental payment of an amount for each night spent away from residence or headquarters as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.
- h) If staff return home at weekends they will be paid according to the provisions of clause 6.2.5 Camping allowance.
- i) Time spent travelling to and from country work will be paid at ordinary rates in addition to wages. However, staff will not be paid more than an ordinary day's wages for travelling time not exceeding 24 hours.
- j) Staff sent from one place to another will be paid an amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates, for each meal hour while travelling and if they are required to spend the night during the trip they will be paid an amount as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates for a bed. The same allowances apply to the return trip.
- k) Staff transferred to another job at their own request will not be entitled to payment for fares or allowances.
- l) Except in emergencies, staff required to report for duty on country work will be notified at least one day before it is necessary for them to travel.
- m) If the RTA and staff engaged on country work agree in writing, the ADO may be taken at a time mutually agreed, up to a maximum accrual of five days. Refer to 3.2 Working hours.

6.5 Change and accommodation facilities

6.5.1 General

- a) The RTA will provide a change/shelter shed for staff on all works. The sheds will be erected away from blasting operations.
- b) The RTA will provide a suitable and secure weatherproof lock-up at the work place for tradespersons to store their tools. If a lock-up is not provided, and tools are stolen by reason of the RTA's negligence, the staff will be compensated for the loss in accordance with Clause 7.6 - Tools.
- c) Gangers will be provided with shed accommodation adjacent to the work with the following features:
- large enough for the number of gangers occupying the shed
 - fitted with no less than one window
 - furnished with a clothes cubicle
 - lined or protected against draught
 - properly roofed
 - fitted with wash basins unless adequate washing facilities are provided elsewhere on the job.

6.5.2 Sydney Harbour Bridge maintenance staff

- a) The RTA will provide a "clean/dirty" complex for staff to store their personal clothing separate from their protective clothing.
- b) The complex will provide sufficient washing and showering facilities, separated from the dirty section of the complex.
- c) Staff will be allowed the following breaks:
 - five minutes before lunch to wash and put away personal belongings
 - 10 minutes before lunch for staff who have been performing high risk tasks, to shower and put away personal belongings (refer to *Appendix A* for the meaning of "high risk tasks")
 - 10 minutes before finishing time to shower
 - enough time before lunch and finishing time to reach a complex from their place of work on the bridge.
- d) Staff will be provided with separate accommodation for the storage of their clothes, tools and food and it must not contain any painting materials.

6.6 Tea breaks and drinking water

- a) Staff other than Sydney Harbour Bridge maintenance staff, are entitled to a paid 20 minute morning tea break as agreed with the RTA which should not necessarily cause a stoppage of work.
- b) The RTA will provide:
 - tea and coffee making facilities
 - cool drinking water.
- c) Sydney Harbour Bridge maintenance staff are entitled to a 10 minute morning tea break to be taken in conjunction with their lunch break as well as a 10 minute tea break immediately before finishing time.

7. Other conditions

7.1 First aid

- a) For details, refer to the Occupational Health and Safety (First Aid) Regulation 1989.
- b) If a staff member has a serious accident at work or travelling to or from the camp, the RTA will provide transport to the nearest hospital or doctor.
- c) If the RTA appoints staff to perform first aid, they will be paid an additional amount per day as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

7.2 Contributions/Union representatives

- a) Where staff members authorise the RTA in writing to deduct union fees from their wage, the RTA will where practical, make the deduction and forward it to the unions.
- b) Staff members elected as job representatives, who have notified and have been accepted by the RTA as accredited representatives of the union(s) shall be allowed sufficient time during working hours to interview the supervisor, manager and/or the staff members who they represent on matters affecting staff.

7.3 Certificates and licences

Weekly rates of pay as set out in Table 1 - Rates of Pay, of Part C, Monetary Rates include a component of 50 cents per week for drivers' licences whether or not staff are required to drive plant items or motor vehicles, effective from the first full pay period to commence on or after 1 July 1997.

7.4 Protective clothing

7.4.1 Bitumen workers

- a) The RTA will supply the following protective clothing:
 - staff working with tar or bitumen:
 - gloves
 - staff at kettle or handling drums:
 - basel aprons
 - spray operators (where requested):
 - suitable respirator.
- b) The RTA will supply oil and suitable solvents to allow staff to remove tar and bitumen emulsions from their clothing and skin.

7.4.2 Creosote

- a) If staff are required to work with liquid creosote (painting, dipping/removing from vats), the RTA will provide:
 - protective clothing which staff must wear, including:
 - rubber boots
 - plastic pants
 - basel aprons
 - rubber or plastic elbow length gauntlets
 - goggles or plastic eye shields

- adequate washing facilities to remove creosote from their skin, if required
- sufficient time to change into another set of clothes for creosoting work
- payment of an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

b) In addition, staff required to :

- load and unload creosoted posts will be:
 - provided with and must wear, elbow length rubber or plastic gauntlets
 - paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates
 - provided with and must wear, protective clothing and washing facilities in (a) above, if the posts they are handling have been treated with creosote in the preceding 24 hours
- fill containers with liquid creosote and pour it into post holes:
 - must wear protective clothing as outlined in (a) above
 - will be paid an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

7.4.3 Lime work

a) If staff are required to load, unload or spread lime in the stabilisation of road making material, the RTA will provide:

- protective clothing which must be worn by staff, including:
 - combination overalls (boiler suit)
 - cloth beret
 - 36 cm PVC gloves
 - PVC aprons
 - wide vision goggles
 - respirator
 - spats
- adequate washing facilities to remove lime from their skin, if required
- barrier cream and hand cleanser
- payment of an additional amount per hour as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates.

The protective clothing provided for lime work must be kept and used only for this purpose.

7.4.4 Other

- a) If plasterers are required to brush concrete, plasterweld or similar substances onto walls and ceilings, the RTA will provide overalls.
- b) If staff are required to use muriatic acid, the RTA will provide protective clothing
- c) The RTA will provide staff with:
- rubber gloves if they are working on sewerage or drainage work, and
 - protective clothing and goggles when they are engaged in welding work

- d) If a staff member's clothing is damaged by acid, sulphur or any other deleterious substance, the RTA will compensate the staff member for the loss.

7.5 Work apparel

7.5.1 General

- a) The work apparel issued to staff in accordance with this clause is in addition to protective or safety clothing and equipment issued in accordance with clause 7.5, Protective clothing of this Agreement or issued in accordance with any other determination or approval of the RTA.

- b) The RTA will issue, free of cost to staff, the following work apparel.

Item	Number
trousers)	five
shorts)	in any combination
ruggers)	
shirt (long sleeve))	five (5)
shirt (short sleeve))	in any combination
shirt (polo))	
windcheater (Sloppy Joe)-	two (2)
jacket (light, heavy or spray)	two (2)
socks (long)	five (5)
belt	one (1)

one pair of overalls may be substituted for any pants/shirt combination.

- c) Work apparel will be replaced on a fair wear and tear, new for old exchange basis.
- d) It is a condition of employment that staff must wear the work apparel that is issued to them by the RTA whilst on duty.
- e) Staff will be responsible for the cost of laundering and maintenance of work apparel issued to them.

7.6 Tools

7.6.1 Issue

- a) The RTA will provide staff with the following necessary special tools to perform their work:
- bricklayers:
 - scutch combs, hammers (excluding mash and brick hammers), rubber mallets and T squares
 - carpenters:
 - dogs and cramps of all descriptions
 - bars of all descriptions over 61 cm long
 - augers of all sizes
 - star bits and bits not normally used in a brace
 - hammers (except claw hammers and tack hammers)

- glue pots and glue brushes
- dowel plates, trammels, hand thumb screws and soldering irons
- plasterers:
 - grass brushes for concrete, plasterweld, etc.
- plumbers:
 - metal pots, mandrills, long dummies
 - stock and dies for iron
 - copper and brass pipes
 - cutters, tongs, vices
 - taps and drills
 - ratchets, files, cramps, caulking tools
 - hacksaw and blades
 - welding and brazing outfits
 - goggles, when necessary
 - liquid petroleum gas equipment, when necessary
 - all shop tools
 - the usual kit bag of tools will be supplied by the staff
- shipwright - boat builder:
 - beetles, horse irons, cramps
 - pitch ladles, mops, drift bolts, spanners
 - stripping bars and punches
 - all augers 32 mm and over
 - dowelling bits
 - plumbs and levels
 - boring tools for power machines
- signwriters:
 - all brushes
- general:
 - all power tools shall be provided where in the opinion of the RTA they are considered necessary
- plant operators:
 - tools as customarily provided

(Plant operators:

 - are responsible for replacing tools that are lost through their negligence
 - will be given a receipt for the tools and an acknowledgment of their return, and
 - on termination of service will have the value of any tools lost through their negligence deducted from their wages.)
- transport workers:
 - tools, ropes and packing



7.6.2 Sharpening tools

- a) The RTA will provide the following facilities for staff to sharpen their tools during work:
- carpenters/bridge and wharf carpenters:
 - a suitable sand grindstone or a carborundum stone
 - if the grindstone or carborundum stone is not driven by mechanical power, additional assistance for turning the stone
 - bridge and wharf carpenters/shipwright boat builders:
 - saw files

7.6.3 Insuring tools

- a) The RTA will insure tradespersons' tools against loss or damage by fire while the tools are on the RTA's premises.
- b) The RTA will reimburse tradespersons for loss of tools on the following basis:
- up to a value as set out in Table 2 - Other Rates and Allowances, of Part C, Monetary Rates
 - if the RTA has requested the tools be stored on the job
 - they are stolen by breaking and entering outside ordinary working hours.
- c) The RTA may require staff to provide a list of their tools.

7.6.4 Transporting tools

- a) The RTA will transport tradespersons' tools to the nearest public conveyance when:
- tradespersons on construction and maintenance work are transferred from one job to another
 - on termination of employment, except where a staff member resigns or is dismissed for misconduct.

7.7 Grievance resolution and dispute settlement

7.7.1 Grievance resolution

- a) A grievance is defined as a personal complaint or difficulty. A grievance may:
- relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- b) The RTA has a grievance resolution policy and grievance resolution guidelines and procedures which should be observed when grievances arise.
- c) The RTA's policy, guidelines and procedures are detailed in Appendix B.
- d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.7.2 Dispute settlement

- a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of staff that is perceived to have negative implications for that group.
- b) It is essential that management and the unions consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.

- c) Failure to consult on all issues of mutual interest and concern to management and the unions is contrary to the intention of these procedures.
1. If a dispute arises in a particular work location which cannot be resolved between staff or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Employee Relations Section or another nominated officer who will then arrange for the issue to be discussed with the unions.
 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 3. If the issue cannot be resolved at this level, the issue may be referred to the Industrial Relations Commission of NSW
 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur.
 5. The union/s reserve the right to vary this procedure where a safety factor is involved.



(Wages Staff)

Enterprise Agreement



Part C

Part C Monetary Rates

Table 1

Rates of pay

<u>Classification</u>	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
General Services Officer - Grade 2 (Cleaner)	494.10	513.90	519.00
Transport Worker - Grade 1 (including inclement weather)	515.20	535.80	541.20
Patch Mixer Armstrong Holland Labourers assisting plant inspector testing bitumen sprayers	519.40	540.20	545.60
Assistant Depothead Axehead Bridge Foundations - Labourer engaged in boring (except for Machinehand) Tar/Bituminous Labourer - other Cylinder sinking - Benoto process - attendant Trench Labourer - excavating - from 0.9m to 3m deep (if using pneumatic machines, will be paid at least Machinehand's rates) Ironworkers Assistant Electric Motor Attendants U/74.6kw Second Class Field Hand SHB maintenance - Ironworkers Assistant SHB maintenance - Ironworkers Assistant (chipping, scraping) SHB maintenance - Ironworkers Assistant (cleaning pylon) SHB maintenance - Ironworkers Assistant (water jet)	523.50	544.40	549.80
Driller - Operator's Assistant - diamond/shot drilling machine, large Driller - Operator's Assistant - diamond/shot drilling machine, small Electric Motor Attendant from 74.6 to 186.5kw Greaser assigned to an excavator Greaser assigned to workshop duties Security Officer - Grade 2 Traffic Signals Labourer	527.60	548.70	554.20
Maintenance Labourer Bituminous Gang Labourer Maintenance Patroller Stone Handling Plant - all other attendants at plant First Class Field Hand	532.20	553.50	559.00
Amenities Attendant (including camp) sanitary/garbage labourer Clerical Work - Labourer Fencer Traffic Controller General Labourer - not otherwise classified Greaser Labourer - bending reinforcing steel	537.70	559.20	564.80

<u>Classification</u>	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
Labourer - planting, spraying/ lopping trees Labourer - tarring bridge/woodwork Labourer - loading, unloading/ stacking materials other than cement Motor/Pump Attendant Tiphand/Loading Tallyhand Tradesperson's Labourer - on construction work Winch Operator - other winches Transport Worker - Grade 2 (including inclement weather)	537.70	559.20	564.80
Traffic Line Marking - other attendant Transport Worker - Grade 3 (including inclement weather)	542.50	564.20	569.80
Rotary Earth Digger (auger type) Operator from 48.5 to 74.6kw Air Compressor Operator Electric Motor Attendant on motors over 186.5kw Greaser member of field service truck crew Operator other cranes - lifting capacity up to and including 5.1 tonnes SHB Maintenance - Air Compressor Operator	546.70	568.60	574.30
Barring Down - Labourer Bridge Carpenter's - Labourer (including demolition work) Laboratory Testing Assistant Pipelayer and/or Jointer Central Mortar Batch Plant - Operator Trench Labourer - excavating over 3m to 6.1m deep Driller - Operator - diamond/shot drilling machine, small Manual Kerb Extruding Machine Operator Labourer engaged in the erection and placement of steel wire mattresses Trenching Machine Operator - 15kw and under Operator of a pile driving/drawing machine Security Officer - Grade 3 Special Class Field Hand Footpath Roller Operator 1.5 tonnes and under Labourer, sulphur capping	551.80	573.90	579.60
Rotary Earth Digger (auger type) Operator over 74.6 to 111.9kw Sand Blast Operator Tow Truck Attendant - SHB approaches Operator - other cranes 0/5.1 to 10.2 tonnes Bituminous Spraying Plant Operator U/7000 litre capacity Tractor Operator without p o attachments U/48.5kw Winch Operator - in shafts - human beings Technician's Assistant - Class 1 Year 1 Transport Worker - Grade 4 (including inclement weather)	556.40	578.70	584.50
Pressure Grouter's Assistant Automatic Kerb Extruding Trimmer and Paver Machine Operator 48.5kw and under Traffic Line Marking Operator or Machine Attendant Technician's Assistant - Class 1 Year 2	561.40	583.90	589.70
Bricklayer's Labourer	566.30	589.00	594.90

<u>Classification</u>	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
Cement - Labourer loading, unloading/stacking Crane Chaser Erector, structural steel Labourer, placing precast blocks and metal strips in reinforced earth construction Machine Drill/Tool Sharpener Machinehand/Pneumatic Pickhand/Tamperhand Peghand/Employee Boning Powder Monkey's Assistant Rigger's Assistant/Hemp Rope Splicer Timberhand up to 6.1m deep Concrete Worker including - floater, form erector and/or stripping, jазzering/tampering, Concrete Cutting or Drilling Machine Operator, Kerb and/or Gutter Layer, Assistant Concrete Pump Operator Labourer bending reinforced steel to pattern or plan Drill Operator - shot drilling machine, large Curing and Texturing Machine Operator Tower Crane - where the driving platform is up to 30.5m above ground Operator - mobile crane U/5.1 tonnes Operator - floating crane U/5.1 tonnes Operator - other cranes 10.2 to 15.2 tonnes Road Roller Operator - other Operator - Caldwell Drilling Machine	566.30	589.00	594.90
Rotary Earth Digger (auger type) Operator over 111.9kw Central concrete batch plant - Weigher and Batcher Accesshole Builder Trench Labourer - excavating from 6.1m to 12.2m deep Hot Mix Plant Operator - other Field Assistant Store Attendant - including recording catalogue numbers Stone Handling Plant Attendant Labourer engaged in the erection and placement of steel wire box gabions Operator - tower crane O/30.5m Operator - mobile crane 5.1 to 10.2 tonnes Operator - floating crane 5.1 to 10.2 tonnes Road Roller Operator - self propelled pneumatic tyred O/30.5 tonnes Bituminous Spray Operator Driver U/7000 litre capacity Tractor Operator without p o attachments O/48.5kw Tractor Operator with p o attachments U/48.5kw Forklift Operator Mechanical Sweeper Operator Spreader - self propelled, hopper and conveyer belt type operator Trenching Machine Operator O/15 to 30kw Technician's Assistant - Class 2 Year 1 Operator Tunnel Washer	571.70	594.60	600.50



Classification	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
Operator Paxton - Mitchell Super Snoop SHB maintenance - Store Attendant - including recording catalogue numbers	571.70	594.60	600.50
Operator - other cranes 15.2 to 20.3 tonnes	577.30	600.40	606.40
Augerhand - pneumatic or electric augers/timber boring machine Frankipile Operator Pile Driver Operator Powder Monkey Scaffolder (certificated) Timberhand over 6.1m deep Wire Rope Splicer (not being a certificated rigger) Concrete Finisher Concrete Kerb Finisher and Patcher (steel, wooden, rubber or mechanical trowel) Labourer placing /tack welding reinforcing steel Pressure Grouter Automatic Kerb Extruding Trimmer and Paver Machine Operator - from 48.5 to 97kw Excavator Operator U/0.57 cu metres Bricklayer Bridge and Wharf Carpenter Carpenter and Joiner Painter Plasterer Stonemason Tile Layer Boilermaker/Structural Steel Tradesperson Engraving Machinist Fitter Machinist (metal trade) - Class 1 Motor Mechanic Plant Mechanic Shipwright and/or Boat Builder Sheetmetal Worker -First Class Motor Trimmer Turner Welder - First Class Technician's Assistant - Class 2 Year 2 Laboratory Worker - equipment maintenance (M & R lab) Tow Truck Driver - SHB approaches SHB maintenance - Painter and/or Mixer SHB maintenance - Painter (airless spray) SHB maintenance - Painter (water jet) SHB maintenance - Fitter SHB maintenance - Carpenter SHB maintenance - Boilermaker SHB maintenance - Blacksmith SHB maintenance - Plasterer Transport Worker - Grade 5 (including inclement weather)	582.10	605.40	611.50



<u>Classification</u>	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
Pile Driver - loading on sheer legs or pile frame to 30.5 tonnes lift Operator of mobile track drill - independent rotation Hot Mix Plant Operator - plant with capacity of under 1474.2kg per batch Store Attendant - high rise operation Pug Mill Operator rated capacity under 1474.2kg per batch or equivalent Operator - mobile crane 10.2 to 15.2 tonnes Operator - floating crane 10.2 to 15.2 tonnes Dumper Operator - including scrapers U/15.2 tonnes Dumper Operator - including scrapers 15.2 to 20.3 tonnes Grade Operator - self propelled U/74.6kw Snow Clearing Plant - Grader Operator self propelled U/74.6kw Pavement Finishing Machine Operator Drainer Plumber Blacksmith Marker Off Welder Special Class SHB maintenance - Plumber SHB maintenance Marker Off	588.10	611.60	617.70
Doghand Rigger (certificated) and Wire Rope Splicer Operator - mobile crane 15.2 to 20.3 tonnes Operator - floating crane 15.2 to 20.3 tonnes Dumper Operator - including scrapers 20.3 to 25.4 tonnes Excavator Operator 0.57 to 1.53 cu metres Delarue Loader Operator Road Roller Operator - tamping foot O/112kw Locomotive Operator Tractor Operator with p o attachments 48.5 to 97kw Spreader self-propelled - hopper and conveyer belt type - Operator Driver Woodworking Machinist - Grade A Operator - Trencher Vermeer Transport Worker - Grade 6 (including inclement weather) SHB maintenance - Rigger SHB maintenance - Lofty Crane Driver	593.00	616.70	622.90
Pug Mill Operator - rated capacity 1474.2kg but less than 6000kg Slipform Concrete Paving Machine Operator Dumper Operator - including scrapers 25.4 to 30.5 tonnes Grade Operator - self propelled over 74.6kw Tractor Operator with p o attachments 97 to 220kw Snow Clearing Plant - Grader Operator - self propelled O/74.6kw Signwriter Pattern Maker	599.90	623.90	630.10

<u>Classification</u>	5% Opve ffpp o/a 1/7/98 /week \$	4% Opve ffpp o/a 1/7/99 /week \$	1% Opve ffpp o/a 1/12/99 /week \$
Toolmaker Operator - stabilising plant ARAN ASR200	599.90	623.90	630.10
Dumper Operator - including scrapers over/30.5 tonnes Snow Clearing Plant Snow Plough Operator - blower type Snow Plough Operator - blade type 145.5kw	604.30	628.50	634.80
Shaft Miner Excavator Operator 1.53 to 3.06 cu metre Auto Grade Operator - trimming and spreading machine Bituminous Spraying Plant Operator over/7000 litre Tractor Operator with po attachments over/220kw Operator - rotor mill pavement profiler	610.40	634.80	641.10
Pug Mill Operator rated capacity of 6000kg or more Ganger - up to nine staff; nil major plant items Mechanical Tradesperson - Special Class Transport Worker - Grade 7 (including inclement weather)	614.90	639.50	645.90
Excavator Operator from 3.06 to 5.35 cu metres Air Conditioning Mechanic Electrical Fitter Electrical Mechanic Radio Fitter Mechanic SHB maintenance - Electrical Mechanic	620.90	645.70	652.20
Excavator Operator over 5.35 cu metres Bitumen Sprayer Operator Driver over 7000 litre Ganger - up to nine staff; up to three major plant items Ganger - 10-15 staff; nil major plant items	632.20	657.50	664.10
Ganger - up to nine staff; 4-5 major plant items	637.60	663.10	669.70
Ganger - 16 staff or more; nil major plant items	644.00	669.80	676.50
Ganger - up to nine staff; six or more major plant items Ganger - 10-15 staff; up to three major plant items Transport Worker - Grade 8 (including inclement weather)	650.30	676.30	683.10
Ganger - 10-15 staff; 4-5 major plant items	655.20	681.40	688.20
Ganger - 16 staff or more; up to three major plant items	662.30	688.80	695.70
Ganger - 10-15 staff; six or more major plant items. Ganger - 16 staff or more, 4-5 major plant items	667.60	694.30	701.20
Ganger - 16 staff or more; six or more major plant items.	680.30	707.50	714.60

Apprentices

Apprentice 1st Year	252.00	262.10	264.70
Apprentice 2nd Year	331.30	344.60	348.00
Apprentice 3rd Year	424.50	441.50	445.90
Apprentice 4th Year	489.40	509.00	514.10

Table 2

Other Rates and Allowances

Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
Other Rates					
4.1.2	Apprentices				
(a)	Patternmakers	1.00			pw
(b)	1st Exam	1.00	Rates will move independently.		pw
	2nd Exam	1.00			pw
	3rd Exam	1.00			pw
4.2.1	Transport Workers				
(b)	HIAB Crane	24.30	25.30	25.60	pw
4.2.2	Leading Hand				
(a)	Labourers & Plant Operators				
	2-5 staff	17.90	18.60	18.80	pw
	6-10 staff	25.10	26.10	26.40	pw
	More than 10 staff	32.10	33.40	33.70	pw
(b)	Skilled Trades, SHB Employees & Transport Workers				
	Labourers & Plant Operators				
	2-5 staff	29.10	30.30	30.60	pw
	6-10 staff	37.00	38.50	38.90	pw
	More than 10 staff	48.50	50.40	50.90	pw
4.2.3	Skilled Tradespersons				
(b)	Building Trades - marking/setting out	16.80	17.50	17.70	pw
4.2.4	Electrical Tradespersons				
	Electrical Mechanics Licence 'A' Grade	26.90	28.00	28.30	pw
	Electrical Mechanics Licence 'B' Grade	14.40	15.00	15.20	pw
4.2.5	Plumbers Licences				
(a)	Plumber Licence	0.71	0.74	0.75	ph
	Gasfitter Licence	0.71	0.74	0.75	ph
	Drainer Licence	0.60	0.62	0.63	ph
	Plumber & Gasfitter Licence	0.93	0.97	0.98	ph
	Plumber & Drainer Licence	0.93	0.97	0.98	ph
	Gasfitter & Drainer Licence	0.93	0.97	0.98	ph
	Plumber, Gasfitter & Drainer Licence	1.28	1.33	1.34	ph
4.2.6	Skilled Trades and Apprentices - Tool Allowance				
	Blacksmith	18.80			pw
	Boilermaker/Structural Steel Tradesperson	18.80	Rates will move independently.		pw
	Bricklayer	13.40			pw
	Bridge and Wharf Carpenter	18.80			pw
	Cabinet Maker	7.80			pw
	Carpenter	18.80			pw
	Civil Engineering Construction Carpenter	18.80			pw

Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
	Skilled Trades and Apprentices - Tool Allowance (Cont'd)				
	Drainer	18.80			pw
	Electrical Fitter	9.90			pw
	Electrical Mechanic	9.90			pw
	Electronics Tradesperson	9.90			pw
	Fitter	18.80			pw
	Machinist (Metal Trades) 1st Class	18.80			pw
	Marker Off	18.80			pw
			Rates will move independently		
	Mechanical Tradesperson Special Class	18.80			pw
	Motor Mechanic	18.80			pw
	Painter	4.60			pw
	Patternmaker	18.80			pw
	Plant Electrician	9.90			pw
	Plant Mechanic	18.80			pw
	Plasterer	15.40			pw
	Plumber	18.80			pw
	Plumber & Gasfitter	18.80			pw
	Plumber, Gasfitter & Drainer	18.80			pw
	Radio Fitter/Mechanic	9.90			pw
	Refrigerator/Air Conditioner Mechanic	9.90			pw
	Sheetmetal Worker 1st Class	18.80			pw
	Signwriter	4.60			pw
	Toolmaker	18.80			pw
	Turner	18.80			pw
	Welder 1st Class	18.80			pw
	Welder Special Class	18.80			pw
4.2.7	Sydney Harbour Bridge Maintenance Staff				
(a)	Sydney Harbour Bridge Allowance	109.30	113.70	114.80	pw
(b)	Painters Spray Allowance	6.42	6.68	6.75	pw
	Allowances				
4.4.2	Distant Places				
(a)	Distant Places	0.91	0.95	0.96	pd
(b)	Distant Places - Western Division	1.50	1.56	1.58	pd
(c)	Distant Places - Snowy River etc	1.50	1.56	1.58	pd
(d)	Road Construction	0.91	0.95	0.96	pd
4.4.3	Working in the Rain				
(a)	Labourer, Ganger, Surveyors' Field Hand	2.19	2.28	2.30	pd
(b)	Plumber	0.44	0.46	0.46	pd
4.4.4	Wet Places and Slurry				
(d)	Labourer, Ganger, Tradesperson, Surveyors' Field Hand	0.44	0.46	0.46	ph
	Traffic Signal - Non Trades	0.28	0.29	0.29	ph
(g)	Labourers, Gangers 0/45.7 cm	2.92	3.04	3.07	pd
	0/91.4 cm	3.51	3.65	3.69	pd
(h)	Rafts or Punts - Tradesperson	1.70	1.77	1.79	pd
(i)	Knee deep in mud or water - Tradesperson	3.40	3.54	3.58	pd

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Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
4.4.5	Removal of Snow - Labourers Between 2.5 cm to 15.2 cm deep more than 15.2 cm deep	2.35 3.52	2.44 3.66	2.46 3.70	pd pd
4.4.6	Confined Spaces				
(a)	Labourers and Tradespersons	0.54	0.56	0.57	ph
(d)	Traffic Signals - Non-trades	0.37	0.38	0.38	ph
4.4.7	Height Money				
(c)	Super Snoop -Plant Operators 7.5m or over and 0.08 cents per extra 3 meters Trades Persons 7.5m or over and 0.08 cents per extra 3 meters Labourers & Gangers Traffic Signals - non trades	0.44 0.44 0.44 0.28	0.46 0.46 0.46 0.29	0.46 0.46 0.46 0.29	ph ph ph ph
4.4.8	Depth Money Tradespersons	0.44	0.46	0.46	ph
4.4.9	High Risk Money				
(a)	Sydney Harbour Bridge Maintenance Staff	1.33	1.38	1.39	ph
4.4.10	Explosive Power Tools Labourers & Tradespersons	1.03	1.07	1.08	pd
4.4.11	Power Driven Tools Bridge & Wharf Carpenters	1.03	1.07	1.08	pd
4.4.12	Brickwork Lifting Blocks Bricklayers & Labourers				
(a)	Blocks weighing - 5.5kg/9kg Blocks weighing - 9kg/18kg Blocks weighing - Over/18kg	0.44 0.78 1.10	0.46 0.81 1.14	0.46 0.82 1.15	ph ph ph
(c)	Clean down brickwork	0.39	0.41	0.41	ph
(d)	Tradesperson Bagging	0.39	0.41	0.41	ph
(e)	Bricklayer Brick cutting machine	0.54	0.56	0.57	ph
4.4.13	Roof Repairs				
	Labourers	0.44	0.46	0.46	ph
	Tradespersons	0.54	0.56	0.57	ph
4.4.14	Application of Obnoxious Substances				
(c)	epoxy based materials	0.54	0.56	0.57	ph
(d)	Tradespersons - Air Conditioning not working	0.36	0.37	0.37	ph
(f)	Close proximity of persons using epoxy	0.44	0.46	0.46	ph
(g)	Labourers spraying pesticides	0.54	0.56	0.57	ph
4.4.15	Granulated Slag Labourers working with granulated slag	3.11	3.23	3.26	pd

Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
4.4.16 (b)	<u>Coal Wash</u> Labourers, Plant Operators & Tradespersons (Bellambi only)	0.44	0.46	0.46	ph
4.4.17	<u>Bitumen Spraying</u> Labourers excluding Plant Operators	2.36	2.45	2.47	pd
4.4.18	<u>Paint Spraying</u> Painters working with spray applications	0.44	0.46	0.46	ph
4.4.19	<u>Dirty Work</u>				
(a)	Trades Persons	0.44	0.46	0.46	ph
(b)	Bridge & Wharf Carpenters - creosote	0.44	0.46	0.46	ph
(d)	Bridge & Wharf Carpenters - dust, dirt or other foreign matter	0.44	0.46	0.46	ph
4.4.20	<u>Insulation Material</u> Tradespersons	0.54	0.56	0.57	ph
4.4.21	<u>Scaffolding</u>				
(a)	Tradespersons - Swinging 1st 4 hours additional per hour	3.12 0.65	3.24 0.68	3.27 0.69	ph ph
(b)	Solid plasterers- swinging	0.12	0.12	0.12	ph
(c)	Tradespersons acting on certificate	0.44	0.46	0.46	ph
4.4.22	<u>Chokages</u> Tradespersons	5.07	5.27	5.32	pd
4.4.23	<u>Secondhand Timber</u> Bridge & Wharf Carpenters	1.68	1.75	1.77	pd
4.4.24	<u>Skilled Tradespersons</u>				
(a)	Excluding leading hands required to compute quantities / materials for work	3.19	3.32	3.35	pd
4.4.25	<u>Electric Welding</u>				
(a)	Plumbers	0.15	0.16	0.16	ph
(b)	Licensed Oxy & Acet or Electrical Welder	0.39	0.41	0.41	ph
(c)	Plumber, Gasfitter & Drainer Certificate of Registration	0.54	0.56	0.57	ph
4.4.26	<u>Asbestos Materials</u> Tradespersons	0.54	0.56	0.57	ph
4.4.27	<u>Asbestos Eradication</u>				
(c)	Tradespersons	1.45	1.51	1.53	ph
4.4.28	<u>Asphalt Plant Repairs</u>				
(a)	Tradespersons	0.54	0.56	0.57	ph
4.4.29	<u>Trailer Allowance</u> Traffic Signals - non trades	1.66	1.73	1.75	pd

Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
4.4.30 (a)	Driving Allowance Surveyors Field Hands Surveyor Field Hands - 4 wheel drive	1.92 2.42	2.00 2.52	2.02 2.55	pd pd
4.4.31	Moss Allowance Surveyor Field Hands	2.66	2.77	2.80	pd
4.4.32	Hydrographic Allowance Surveyor Field Hands	1.92	2.00	2.02	pd
4.4.33	Compressor Allowance Transport Workers	3.92	4.08	4.12	pd
4.4.34 (a)	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	1.3775 5.51	1.4325 5.73	1.4475 5.79	ph ph
(b)	3.36m wide or 21.34m long or 4.58m high minimum payment Rear end steering	2.5800 10.32 3.7725 15.09	2.6825 10.73 3.9225 15.69	2.7100 10.84 3.9625 15.85	ph ph
4.4.35	Tow Truck Drivers & Attendants Sydney Harbour Bridge & Approaches	0.58	0.60	0.61	ph
4.4.36	Night Allowance Sydney Harbour Bridge Maintenance Staff	1.03	1.07	1.08	ph
4.4.37 (a)	Toilet Allowance General Service Officer	7.40	7.70	7.80	pw
4.4.38 (a)	Traffic Signals Labourers Operate air compressor Operate concrete saw Drive Lorry (Tipper - major gang) Supervise	0.0878 0.2349 1.5605 1.5709	0.0913 0.2443 1.6229 1.6337	0.9222 0.2467 1.6391 1.6500	ph ph ph ph
Overtime					
4.6.2 (a)	Meal Allowance First meal	7.50	Rates will move independently.		
(b)	Subsequent meal	6.30			
Camping Facilities					
6.2.5 (a)	Camping Allowance Return Home Allowance Each additional 10 km	34.10 1.45	Rates will move independently.		
(d)	Camp Allowance Non established camps	22.00 28.00			
(g)	Snow Clearing - meal allowance	7.50			

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Clause	Description	5% Opve ffpp o/a 1/7/98 \$	4% Opve ffpp o/a 1/7/99 \$	1% Opve ffpp o/a 1/12/99 \$	
Fares and Travelling					
6.3.1	Fares				
(b)	per week	1.00	Rates will move independently.		
	per day	0.20			
	in excess	2.40			
6.3.2	Travelling Allowance				
(a)	3 but not more than 10 km	3.30	Rates will move independently.		
	More than 10 but not more than 20 km	6.90			
	20 30	10.30			
	30 40	13.80			
	40 50	17.00			
	50 60	20.40			
	60 70	23.90			
	70 80	27.20			
	80 90	30.60			
	90 100	34.10			
6.4	Country or Distant Work				
(c)	Board & lodging	420.00	Rates will move independently.		
(d)	Broken parts of week where camp not provided	60.00			
(f)	Breakfast	13.00			
	Lunch	9.00			
	Dinner	22.00			
	Incidentals	5.00			
(j)	Meal hour while travelling required to stay over night	7.50 60.00			
Other Conditions					
7.1	First Aid				
(c)	First aid Allowance	1.90	1.98	2.00	
7.4	Protective Clothing				
7.4.2	Creosote				
(a)	Application	0.49	0.51	0.52	
(b)	Load & Unload	0.35	0.36	0.36	
(c)	Fill containers	0.49	0.51	0.52	
7.4.3	Lime work				
(a)	Loading/unloading and spreading	0.40	0.42	0.42	
7.6.3	Insuring tools				
(b)	Reimbursement for loss	1087.00	Rates will move independently.		

Appendix A - Glossary of terms

RTA

- the Roads and Traffic Authority of New South Wales as constituted under Section 46 of the Transport Administration Act, 1988.

Staff

- persons engaged by the RTA who under previous awards have been referred to as "Wages employees."

Bituminous Gang Labourer:

- labourers in a gang engaged on a regular basis in spraying including:
 - flush sealing
 - priming
 - application of pre coated or other aggregate
 - laying and spreading of bituminous material.

Camp or Amenities Attendant:

- labourers responsible for maintaining the camp area/service and job amenities in clean condition
- they are responsible for boiling water for staff living in the camp or working on the job.

Concrete Finisher:

- staff engaged in the hand finishing of concrete or cement work
- does not include concrete floaters.

Concrete Kerb Finisher and Patcher:

- staff engaged in concrete or cement work using a steel, wooden, rubber or mechanical trowel to finish or patch kerbs laid by kerb extruding machines
- does not include screeders, bagging off or broom finishing.

Concrete Floater:

- staff engaged in concrete or cement work using a wooden, rubber or mechanical trowel or wooden float
- includes bagging off, broom finishing or patching.

Maintenance Labourer:

- labourers in a gang engaged in the various classes of work necessary for maintaining, reconditioning or minor improvements of existing roads
- does not include Bituminous Gang Labourer.

Maintenance Patroller:

- labourers usually required to work alone in the maintenance of any given length of road and in all weather conditions.

Pipelayer/Joiner:

- labourers laying/jointing pipes and fittings
- does not include a labourer assisting.

Trench Labourer Excavating:

- labourers engaged in excavating:
 - trenches or foundations for bridges
 - culverts or keyways for foundations for dams
 - includes shovelling material from a platform or bench in a trench
- if excavating in cylinders/coffer dams, the depth will be measured from the top of the cylinder/coffer dam or the ground level, whichever is deeper.

Rotary Earth Digger Operator:

- operators of a mobile truck mounted or self-propelled machine incorporating cutting bits or augers for boring shafts, piers, and caissons of various diameters and depths.

Store Attendant - including recording catalogue numbers:

- staff required to carry out all the duties of a Store Attendant associated with the issue and receipt of stores on the computerised stock system
- includes allocating, checking and verifying catalogue numbers on the following documents from Stores:
 - invoices
 - delivery dockets
 - stores issue dockets
 - day book.

Labourer placing precast blocks and metal strips in reinforced earth construction:

- labourers in a gang engaged in various works in connection with placing, laying or other processes of reinforced earth construction using precast retaining blocks lifted by mechanical means.

Second-Class Field Hand:

- staff with less than two years experience in the work of a surveyor's field hand.

First-Class Field Hand:

- staff with two years experience as a surveyor's field hand unless they have had less than six months experience as a field hand in any one of the following branches of surveying:
 - country land surveying or
 - urban land surveying or
 - engineering surveying.

In these circumstances the staff may be classified as Second - Class Field Hands in the branch of surveying where they have less than six months experience until they have had such experience.

Special Class Field Hand:

- staff who are first class field hands with at least two years experience and who have been appointed by the RTA for special duties as required.

Plant Mechanic:

- staff engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earth moving or similar operation.

Mechanical Tradesperson - Special Class:

- mechanical tradespersons mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which uses hydraulic/pneumatic principles and who are required to read and understand hydraulic/pneumatic circuitry which controls fluid power systems
- minimum of two years on the job experience as a tradesperson working mainly on fluid power systems to enable carrying out of this work with minimum supervision and technical guidance
- satisfactorily completed a prescribed post trades course or the achievement to the satisfaction of the RTA of a comparable standard of skill and knowledge by other means including in-plant training or on the job experience.

For the purpose of this definition:

- "mainly engaged" means regularly over a period or intermittently during a week;
- the following courses in New South Wales are deemed to be the prescribed post trade course:
 - Industrial Hydraulics 5721
 - Industrial Pneumatics 5268.

Transport Worker Grade 1:

- staff required to perform any of the following functions for which they have been trained:
 - extra hand
 - yardperson
 - rider of a motorcycle
 - rider or driver of a horse
 - driver of a tow motor
 - bicycle courier
 - occasional driving of vehicles for which a Class 1A driving licence is required.

Transport Worker Grade 2:

- staff required to drive any of the following vehicles for which they have been trained:
 - two-axle rigid vehicles with a manufacturers gross vehicle mass of up to 4.5 tonnes
 - forklifts with a capacity of up to 4.5 tonnes
 - loaders
 - loader of rail-trucks.

Transport Worker Grade 3:

- staff required to drive any of the following vehicles for which they have been trained:
 - two-axle rigid vehicles with a manufacturers gross vehicle mass of over 4.5 tonnes
 - forklifts with a capacity of over 4.5 tonnes and up to 9 tonnes
 - straddle trucks

Transport Worker Grade 4:

- staff required to drive any of the following vehicles for which they have been trained:
 - three-axle rigid vehicles

- forklifts with a capacity of over 9 tonnes and up to 15 tonnes.

Transport Worker Grade 5:

- staff required to drive any of the following vehicles for which they have been trained:
 - four-axle rigid vehicles
 - articulated vehicles with a total of three axles
 - rigid vehicle-trailer combinations with a total of three axles
 - forklifts with a capacity of over 15 tonnes and up to 30 tonnes.

Transport Worker Grade 6:

- staff required to drive any of the following vehicles for which they have been trained:
 - articulated vehicles with a total of four axles
 - rigid vehicle-trailer combinations with a total of four axles
 - forklifts with a capacity of over 30 tonnes and up to 60 tonnes.

Transport Worker Grade 7:

- staff required to drive any of the following vehicles for which they have been trained:
 - articulated vehicles with a total of five or six axles
 - rigid vehicle-trailer combinations with a total of five, six or seven axles
 - forklifts with a capacity of over 60 tonnes.

Transport Worker Grade 8:

- staff required to drive any of the following vehicles for which they have been trained:
 - double articulated vehicles (ie. B - double combination vehicles)
 - rigid vehicle-triple trailer combinations (ie. road trains)
 - gantry cranes.

Traffic Signals Labourer:

- staff who work as members of a gang or group of personnel engaged on traffic signals related duties.

Technician's Assistant Class 1:

- staff who assist technicians in the performance of duties, generally in a construction gang or with a senior Technician's Assistant
- courier at Rhodes
- desirable to possess a current Class 3 driver's licence.

Technician's Assistant Class 2:

- staff who assist a Grade 2 or Grade 3 technician in the performance of duties (on shift if necessary) as a member of a two or three person crew
- drives vehicles as required
- assists supervising technician in the depot
- must have a current Class 3 driver's licence.

General Services Officer Grade 2:

- staff required to perform the following duties:
 - cleaning work of any description
 - bringing into or maintaining premises in a clean condition in RTA establishments.

General Services Officer Grade 3:

- staff required to perform a range of duties, but not limited to any of the following:
 - pick up and delivery of parcels, goods and furniture
 - general maintenance of RTA cars and parking areas
 - furniture removal and storage
 - driving of RTA motor vehicles as required including loading and unloading
 - relief security duties
 - minor clerical functions as required
 - minor cleaning and gardening as required
 - other duties as required
 - routine or minor maintenance not needing a qualified tradesperson.

General Services Officer:

- part time employee:
 - engaged by the week but required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for weekly employees
- casual employee:
 - engaged and paid on a casual basis for a period of not more than 10 consecutive working days for each engagement but they are not required to work a constant number of ordinary hours each week.

Leading Hand:

- staff responsible for any number of staff and for recording the times of staff under their control.

Sandstone:

- sandstone, indurated shale, conglomerate, quartz, quartzite, cherts and any other rock containing more than 50% of free silica
- granite, prophyr, gneiss, shist, slate and any other rock containing 50% or more of silica, and 20% of free silica when worked in a tunnel cutting with head, shaft, driver, trench one metre or more deep, quarry, whilst being worked with at least two faces, or other confined space and the rock is in hard formation requiring the use of percussion tools.

Self-propelled:

- capable of moving under its own propulsion.

Mobile:

- capable of being towed over long distances.

Semi-mobile:

- capable of being towed intact over work sites or short distances.

Portable:

- capable of being carried intact.

Chassis-mounted:

- mounted on a chassis but having an independent power unit.

Stationary:

- usually fixed in location.



Crane:

- a specially designed structure equipped with mechanical means for moving a load by raising and/or lowering and transporting it whilst it is in such state of motion or suspension.

Crane mobile:

- a crane, usually of the jib type, mounted on a specially designed chassis to permit both load manipulation and travelling under its own power.

Crane-tower:

- a cantilever or jib type crane, mounted on a tower to facilitate the handling of loads to greater heights than would otherwise be possible.

Dumper:

- a self-propelled unit designed for the transportation of soil, sand, rock, etc., off the highway.

Excavator:

- the basic unit consists of a revolving or fixed super-structure, including 'A' frame or mast mounted on a base
- the super-structure usually carries the power unit and operating machinery and mobility is achieved through crawler-tracks, wheels, walkers, pontoons
- various attachments may be connected in order that particular operations may be performed.

Loader-bucket:

- a machine fitted with gathering devices and endless elevating chain or belt attached to a series of buckets.

Loader-belt force feed:

- a self-propelled or mobile machine fitted with an endless elevating belt and gathering devices.

Loader-front end:

- a self-propelled machine fitted with a bucket from which the loaded material can be discharged at the loading end only.

Loader-overhead:

- a self-propelled machine fitted with a bucket which is passed over the top of the machine for discharging.

Loader-belt:

- a stationary machine fitted with endless elevating belts with a hopper device.

Tractor:

- a prime mover mounted on continuous, self-elevating tracks and normally used for pushing or pulling other equipment or attachments
- a prime mover mounted on two or more wheels, and normally used for pushing or pulling other equipment or attachments.

Winch:

- a hand or power operated machine usually having a geared winding drum with or without clutches and brakes, used for exerting a pull by means of a rope wound round the drum.

Winder:

- a type of power operated winch fitted with additional safety devices to make it suitable for the hauling of people and materials up vertical or inclined tracks.

Manufacturer's Gross Vehicle Mass (GVM):

- the mass of a motor wagon and its load as specified by the manufacturer
- may be ascertained by reference to the model specification plate attached to the vehicle, or by reference to the RTA, the manufacturer or its agent.

Trailer:

- a vehicle, not having its own motive power, attached to a draw-bar of a motor wagon and powered/hailed by the motor wagon.

Safe system of work:

- the Safe System of Work on the Sydney Harbour Bridge is documented in the Memorandum of Agreement between the Labor Council of NSW, the unions and the Commissioner for Main Roads, dated 28 October 1988, as amended from time to time.

High risk tasks Sydney Harbour Bridge maintenance:

- abrading by mechanical means, dry blasting or flame cutting or welding of a portion of the bridge structure that is primed or suspected of being primed with red lead paint
- any task associated with the performance of those duties and which requires compliance with this Enterprise Agreement, and includes the need to:
 - wear a full face respirator/shield
 - be issued with a work permit
 - wear overalls and a hood.

Follow the job loading:

- an allowance as compensation for lack of continuity of employment and for the need to change work locations in the construction industry.

Inclement weather

- wet weather/abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

Industry allowance:

- staff working in the open on civil/ mechanical engineering projects and subject to climatic conditions, ie. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.).



Appendix B - Grievance resolution

Policy:

The Authority's grievance resolution policy provides a system for handling internal grievances which:

- recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;
- encourages appropriate behaviour in the workplace; and
- raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers and supervisors have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first. Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Coverage:

All staff.

Delegation:

Supervisor.

Enquiries:

Human Resources Managers.

File number:

CHN I&E 90/2235

Guidelines:

Definitions

Grievant

The staff member who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievants.

Respondent

The staff member who is alleged to have acted unfairly or in a discriminatory manner or alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

Grievance Advisers

The role of a grievance adviser is to listen to a grievance, offer advice and clarify the of the matter in order to assist the grievant to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person but not as an advocate for the grievant. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with the appropriate supervisor or manager.

Staff members holding the following positions within the Authority have been nominated as grievance advisers to provide individuals with greater flexibility in seeking advice on any work-related problem:

- Human Resources Managers
- EEO Manager

- Spokeswomen
- Women's Liaison Officer
- Director of Affirmative Action
- Grievance Contact Persons

General Principles of Grievance Resolution

These grievance resolution guidelines are based on the following general principles:

- staff involved in grievance resolution should have access to training;
- whenever possible, the immediate supervisor or manager should be informed, in the first instance, of the grievance so that appropriate action can be taken;
- staff members must have an appropriate degree of choice about whom to approach with a grievance and desirably, have a choice of actions;
- grievances can be raised either orally or in writing;
- grievances are to be resolved as promptly as practicable;
- where a grievance necessarily requires time for investigation, an initial response advising of proposed action is to be made to the grievant within two days of the grievance being notified. The investigation is to be completed within a reasonable time-frame (usually no longer than four weeks);
- all functional managers will handle grievances with understanding, care and consideration;
- the rights of every person involved are protected;
- the grievant has control of the resolution process, except in certain cases, such as, where the Authority may be liable or criminal charges may be laid;
- other staff may become involved in grievance resolution as and when required or in order to provide specialised assistance or to meet the special needs of BEO target group members;
- the confidentiality and the integrity of every person involved will be maintained;
- victimisation of any person involved is totally unacceptable; and
- wherever possible, resolution should be determined in a way that is satisfactory to those involved, and most importantly to the grievant.

Interpreters

Language and sign interpreters are available, and should be used where necessary, at any stage of the grievance process. Only professional interpreters should be used in order to minimise risks to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person, eg a friend or colleague, a minimum amount of information to identify that a complaint is being made should be heard. The non-professional interpreter may then only continue to play a part as a support person if requested to do so by the grievant.

External Referral Sources

Staff members have the right to choose whether to use the internal grievance mechanism or an external body. They may approach either or both at any time during the course of the grievance. Sources of external assistance are not necessarily limited to those listed below which are included as a guide only.

- Associations/Unions
- Anti-Discrimination Board of NSW
- Government and Related Employees Appeal Tribunal (GREAT)

- Industrial Commission
- Ombudsman
- Privacy Committee of NSW

If a staff member approaches an external body during the course of a grievance, the Authority should be advised.

Protection

A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with these established procedures and does not intentionally make a malicious or substantially frivolous complaint.

Any staff member who carries out grievance resolution in accordance with established procedures, or is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that they:

- act in accordance with these established procedures;
- are not actuated by malice; and
- do not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

The grievant should not publish or make information concerning the grievance available to persons who have no legitimate interest in receiving it.

Documentation

Resolution of grievances should be handled as simply as possible. Informal notes should be brief, factual and avoid personal opinions. All parties involved should be given the opportunity to sight and endorse all material, which should be kept confidential and separate to personal files. Where the grievance is settled informally within the Authority, the documentation should be destroyed on settlement. If an external body is used for a formal settlement, the documentation should be kept for 5 years.

Notations are not to be made on personal files unless a disciplinary charge has been found proved, in which case the results of the charge should only be placed on the personal file of the person charged.

Training

Training courses specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in the resolution of grievances as possible.

Grievance Resolution

A grievance should only be regarded as satisfactorily resolved where the outcome is fair having regard to:

- any damage and suffering sustained;
- the prognosis for the future; and
- improvement of the immediate circumstances which gave rise to the grievance.

The resolution to a grievance must be lawful.

In some cases a final determination may be reached which does not fully resolve the grievance, or there is no possible action which can be taken but the parties accept this.

A grievance is also considered concluded although not resolved when a grievant chooses to withdraw.

In terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated,

having regard to any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision. This appeal right does not in any way diminish a staff member's right to seek the assistance or representation of their trade union or association in the matter.

Procedures:

Any manager, supervisor or grievance adviser consulted by a grievant should:

- listen and be sympathetic to any distress exhibited by the grievant;
- be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance;
- clarify the facts of the grievance;
- if acting as grievance adviser, offer counsel and advice and refer the grievant to an appropriate functional manager. Normally this would be the grievant's immediate supervisor or manager unless there is good reason for the referral to be made to a more senior manager. Examples of the latter might be where the immediate supervisor/manager is absent or is the respondent;
- if supervisor or manager, take appropriate steps to investigate and resolve the grievance;
- ensure the confidentiality and protection of all parties involved;
- wherever possible, take account of the grievant's wishes for the process of resolution;
- ensure the right of the respondent to be heard before any decision is made; and
- if resolution is not possible, conclude the grievance by advising the grievant of the reasons, the right of appeal and external options.

Appendix C - Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Registered
Enterprise Agreement
Industrial Registrar

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- d) There should be clear competition among bidders for the area of work.
- e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:
 - track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past
 - reports from reference sites
 - past performance in management of sub-contractors
 - fitness and quality of the process proposed by the bidder
 - financial stability of the firm
 - ability to meet statutory requirements, including occupational health and safety requirements, and
 - calibre of the key people involved in delivery of the work.
- c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)

- e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support for employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of the RTA.
- d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
- the identification of decision alternatives
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. *Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.*
- d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. *It does not refer to "contracting." Contracting is one possible outcome of a market testing process.*
- e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a *Regional Manager*. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

Consultative Process

- Step 1
- a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
- b) Agreement to proposals sought from Director
- c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.
- d) Relevant unions advised by Director Corporate Services and input sought (Two weeks to respond from date of advice).
- e) Responses considered by relevant Director and proposals modified where appropriate.



- Step 2
- a) Board advised of nominated projects by relevant Director.
 - b) Nominations considered by Board and which project should proceed to market testing determined.
 - c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.
- Step 3
- a) Project initiated by local management.
 - b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
 - c) In-house bid team advised of targeted savings / areas for improvement.
 - d) Evaluation committee appointed by relevant Director.
 - e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
 - f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
 - g) If recommendation to proceed to market testing approved, market testing team set up by local management.
 - h) Relevant probity processes established by local management.
 - i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression of Interest called.
 - j) Expressions of interest evaluated and short list prepared.
 - k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - l) RFP/tender documents modified where appropriate by market testing team.
 - m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - n) Evaluation model modified where appropriate by market testing team.
 - o) RFP/tender documents issued.
- Step 4
- a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
 - b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.
- Step 5
- a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
 - b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6
- a) Relevant unions and bidders advised by Relevant Director of decision of Board.
 - b) Staff advised and in-house bid team debriefed by local management.



Signed by:

duly authorised by the **Australian Workers' Union, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

R. K. Kellie

WOSU

OP 9700089
WANDY SE. CHEN

Signed by:

duly authorised by the **Construction, Forestry, Mining and Energy Union (Construction and General Division) New South Wales Divisional Branch** to sign this Agreement on its behalf in the presence of:

W. B. ...

[Signature]

Signed by:

duly authorised by the **Electrical Trades Union of Australia, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

[Signature]

[Signature] 5.1.

Signed by:

duly authorised by the **Transport Workers' Union of Australia, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

Steve Hutchins


[Signature]

Signed by:

duly authorised by the **Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch** to sign this Agreement on its behalf in the presence of:

[Signature]

Michael

[Signature]

Signed by:

duly authorised by the **New South Wales Plumbers and Gasfitters Employees Union** to sign this Agreement on its behalf in the presence of:

[Signature]

Justice of the Peace
9601 852

Signed by:




.....

duly authorised by the Australian
Liquor, Hospitality and Miscellaneous
Workers Union, Miscellaneous
Workers Division, New South Wales
Branch to sign this Agreement on its
behalf in the presence of:



.....

Signed by:



.....

duly authorised by the Roads and Traffic
Authority of New South Wales to sign
this Agreement on its behalf in the
presence

of:



.....