

PART D

SCOPE OF SERVICES

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D1 INTRODUCTION

The Contract provides RailCorp's requirements for the introduction of an Injury Reduction Program within Train Crewing

It is aimed towards supporting the health and well-being of employees whilst also producing measurable results for the organisation.

D1.1 Summary

The purpose of the Train Crew Injury Reduction Program (TCIRP) is to assist Train Crewing reduce injuries by providing:

- Planning workshops
- Behavioural training for managers and supervisors to align with world class safety practice.
- Incident investigation training.
- Process mapping of the claim process so that we can better support employees and the management of the claim.
- On site implementation assistance; and
- Any other Services required to reduce the injuries of Train Crews.

D1.2 Scope of Services

The Scope of Services for the Contract is:

- a) Preparation of a plan to reduce lost time injuries in Train Crewing by 33% on an annual basis. The General Manager & Regional Crewing Managers have been enlisted and agree on targets.
- b) The engagement of Train Crewing frontline management, operational staff and OH & S Representatives. Also, interfacing with support divisions, particularly Workers Compensation Section will be required.
- c) The provision of workshops & education sessions targeting:
 - Senior Management (General Manager, Regional Crewing Managers, Deputy Regional Crewing Managers, OH & S Facilitators & Depot Managers) Total of around 25 people.
 - Frontline Management (Operations Standard Managers {OSMs}) Around 70 people.
 - Depot OH & S Committees, around 50 people.

These workshops and education sessions are to cover the following issues:

- Process mapping of Train Crewing's responsibilities in claims management and implementation of agreed improvements.
 - Alignment of management with world class safety leadership, this will include training to develop competency in the skills of behavioural observation and safety interactions with the workforce.
 - Training of managers and supervisors in the principles and application of 'felt' leadership, safety observation and safety interactions.
 - Training of management in incident, injury and near hit investigation.
 - Implementation Assistance incorporating:
 - Ongoing coaching and mentoring of executives, management and supervisors post training.
 - Assistance with the identification and implementation of safety metrics applicable to Train Crewing.
 - Formation and implementation of ad hoc & special safety committees to address specific issues; and
 - Participation in the Incident Investigation process.
- d) Reporting and Project Management of the program. Weekly summary reports will be required.
- e) Deliverables:
- Every LTI (Lost Time Injury) investigated and reported to GM & RCM's.
 - Reduction in LTIFR (Lost Time Injury Frequency Rate) from 75 to 50 in 12 months from the date of award of Contract.
- f) Guidance, support and continuous improvement for a minimum of 1 day per week average.

D1.3 Definition

Term	Definition
Training	The provision of formal structured education programs specific to RailCorp's needs together with related relevant programs designed to assist with the introduction of a Train Crew Injury Reduction Program.
Delegate	Shall mean the person for the time being performing the duties of OH & S Team Leader for RailCorp and includes a nominated employee who is authorised to perform the functions of the Delegate

D1.4 Types of Injuries Sustained by train Crewing Personnel

The types of Injuries typically encountered by train crew include but are not limited to:

- Assault
- Biological factors (eg being spat at)
- Body stressing
- Contact with heat, chemicals & radiation
- Hitting & being hit
- Slips, trips & falls
- Fatalities
- Near hits
- Stress (abuse, bullying, threats, rock throwers, trespassers in rail corridor)

D2 ORGANISATIONAL PROFILE

D2.1 Employee Numbers

Within Train Crewing there are approximately 3000 staff, ranging between executives, senior & middle management, frontline management, drivers & guards. The majority of the employees are based in the greater metropolitan area. Depot managers, Operations Standard Managers, drivers and guards are based within 18 depots geographically located within the Sydney and outer metropolitan area from Newcastle to the north, Lithgow to the west, Moss Vale to the south-west and Wollongong on the south coast.

D3 PROVISION OF PROFESSIONAL SERVICES

D3.1 The Contract shall be for a one (1) year period.

D4 REPORTING AND RECORD KEEPING

D4.1 Weekly summary reports of Train Crewing Injuries and remedial actions are to be provided.

D4.2 The Contractor shall provide monthly program reports to the RailCorp Representative, or its nominated person. An Annual report, which consolidates all of the previous monthly data / reports will be due in July 2008 for the prior financial year. These reports shall be at no additional cost to RailCorp.

D4.3 The monthly reports are to be maintained in a format that shall be indicated by the RailCorp Representative and shall include the following data:

Details of training courses conducted and employees who attended and completed satisfactorily.

Actual rate of reduction of LTIs and methodology used in its calculation.

- D4.4** The Contractor shall cooperate with RailCorp in providing full access as required by RailCorp to the Contractor's records, if required, for the purpose of auditing invoices.
- D4.5** The Contractor shall be required to:
- a) meet prescribed performance criteria to be developed by RailCorp and agreed with the Contractor;
 - b) supply statistical reports as required;
 - c) fully cooperate with service evaluations.
- D4.6** An evaluation of the service shall be conducted by RailCorp every six (6) months.
- D4.7** The Contractor as required by RailCorp shall provide additional evaluation information.
- D4.8** The Contractor agrees to cooperate fully with RailCorp with regard to providing access to records and other information, report format, audit requirements, etc, as required by RailCorp.
- D4.9** The Contractor shall keep a record of all information and training sessions held and of all telephone contacts and personal consultations with management on the delivery of the Services. RailCorp will also keep all relevant records on Ellipse.
- D4.10** All the costs of providing record keeping and confidentiality are included in the Contract Fee.

D5 TRAINING

- D5.1** In consultation with the RailCorp Representative, the Contractor shall develop and present training sessions covering subjects as detailed in clause D1.2 c) to RailCorp's Management and Employees. The sessions shall be presented by appropriate personnel employed by the Contractor. All associated costs for the training shall be included in the lump sum Fee.

D6 CONFIDENTIALITY

- D6.1** The Contractor must abide by privacy and confidentiality laws, including data protection principles.

D7 CONTRACTOR STAFFING (INCLUDING SUBCONTRACT STAFF)

- D7.1** For each and every person employed or engaged by the Contractor under the Contract, a resume shall be submitted to the RailCorp Representative, for retention, giving details of educational qualifications, training undertaken and employment history.
- D7.2** The Contractors personnel nominated to perform the training component of the services (eg, Manager/ other stakeholder training) shall have a minimum of five years experience in training and expertise (including demonstrated experience) in the subject matter.

- D7.3** The Contractor shall obtain in advance, for each and every person employed or engaged by the Contractor under the contract, the RailCorp Representative's written approval in respect:
- a) Appropriate occupational competence
 - b) Probity;
 - c) Commencing date
- D7.4** The requirement to obtain such approval shall not relieve the Contractor of responsibility to provide adequate and efficient personnel at all times. All Contractor personnel shall at all times demonstrate competence in their duties to the satisfaction of the RailCorp Representative.
- D7.5** Approvals given in respect of any person may be revoked at any time.
- D7.6** The Contractor shall provide prior notification to RailCorp and obtain approval from RailCorp of any changes in the staff who are performing the service under the contract.
- D7.7** All Services provided shall be to the satisfaction of the RailCorp Representative and shall conform to the specification and description in the contract. Unsatisfactory Service shall be rectified promptly by the Contractor at the Contractor's expense.

D8 ADMINISTRATION AND PUBLICITY

D8.1 RailCorp shall:

- a) provide brochures, posters and information to publicise the Train Crew Injury Reduction Program to staff
- b) provide information to designated staff with Train Crew Injury Reduction Program responsibilities

- D8.2** The Contractor shall be required to make available time to assist RailCorp in the development of promotional material. Any costs associated with assisting RailCorp shall be at the Contractor's expense. Promotional material, artwork, printing costs etc. shall be the responsibility of RailCorp.

D9 CONTRACTOR'S REPRESENTATIVE

- D9.1** The Contractor shall nominate a representative as a manager of the contract for Injury Reduction Program within one week of award of the contract.
- D9.2** The Contractor's Representative will be responsible for the effective delivery and administration of the contract for the Injury Reduction Program and for development of good working relationships with the RailCorp Representative, Managers and staff to ensure the effective operation of the Contract.
- D9.3** The Contractors Representative will be responsible for addressing any disputes arising out of the Contract for the Injury Reduction Program at the first instance and this is complementary with the Dispute Resolution procedure.

D10 RIGHT TO OBTAIN SERVICES ELSEWHERE

D10.1 If, in RailCorp's opinion, any Services required cannot be promptly or conveniently obtained from the Contractor, it shall be lawful for RailCorp to make, or authorise the making of, special arrangements for the provision of such Services and the Contract shall not be considered as infringed or vitiated thereby.