

Vol. 377, Part 1

30 January 2015

Pages 1 - 166



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 377, Part 1

30 January 2015

Pages 1 - 166

		Page
Awards and Determinations -		
Barnetts Couriers Contract Determination 2014	CD	1
Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2014	VIRC	9
Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009	VIRC	11
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2014	VIRC	12
Parliamentary Reporting Staff (Salaries) Award	AIRC	39
State Transit Authority Bus Operations Enterprise (State) Award 2015	AIRC	46
State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015	AIRC	90
Sydney Catchment Authority Consolidated Award 2015 - 2016	VIRC	147
Sydney Olympic Park Authority Managed Sports Venues Award 2014	VIRC	151
Teachers' (NSW Health Early Childhood Service Centres) Salaries and Miscellaneous Conditions Award 2012	VIRC	153
The Crown Employees (Office of Finance and Services - Waste Assets Management Corporation) Operation Award 2014	VIRC	155
Transport Industry - Excavated Materials, Contract Determination	VCD	160
Transport Industry - General Carriers Contract Determination	VCD	163
Enterprise Agreements Approved by the Industrial Relations Commission		166

NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

PRESIDENT

The Honourable Justice M. J. WALTON*

MEMBERS

The Honourable Deputy President R. W. HARRISON†

The Honourable Justice C. G. STAFF*

The Honourable Acting Justice R. P. BOLAND*

The Honourable Acting Justice P. KITE*

Commissioner I. TABBAA AM

Commissioner J. D. STANTON†

Commissioner P. J. NEWALL

DEPUTY INDUSTRIAL REGISTRAR

Ms L. HOURIGAN

* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act* 1996.

† These members are dual appointees of Fair Work Australia.

BARNETTS COURIERS CONTRACT DETERMINATION 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 936 of 2013)

Before Commissioner Tabbaa

10 November 2014

DETERMINATION**Arrangement**

Clause No.	Subject Matter
1.	Definitions
2.	Area, Incidence and Duration
3.	Dispute Procedure
4.	Remuneration
5.	Deduction
6.	Union Recognition
7.	Supply of Vehicles
8.	Obligations of the Principal Contractor
9.	Breaks
10.	Annual Leave
11.	Termination
12.	Fatigue Management
13.	Obligations of the Contract Carrier
14.	No Guarantees

1. Definitions

In this Contract Determination, unless otherwise required by the context:

Act means the Industrial Relations Act 1996 (NSW).

Barnetts Couriers means any company operating under the banner of "Barnetts Couriers".

Contract of Carriage has the meaning given to that expression by the Act.

Commission means the Industrial Relations Commission of New South Wales.

Contract Carriers means the contract carriers engaged as drivers by the Principal Contractor in accordance with Clause 2 - Area, Incidents, and Duration.

Determination means the Barnetts Couriers Contract Determination 2014

Principal Contractor means Barnetts (Fairy Meadow) Pty Ltd

Union means the Transport Workers Union of New South Wales.

2. Area, Incidence and Duration

2.1 The Determination shall operate in respect of all contracts of carriage between the Principal Contractor and the Contract Carriers engaged at the Principal Contractor's Fairy Meadow depot.

- 2.2 At the commencement of this Determination, the Principal Contractor shall offer existing franchisees engaged by Langmana Pty Ltd a contract of carriage on the terms of this Determination. The initial offer is to remain open for a period of 14 days.
- 2.3 At any time after the initial offer at clause 2.2 is made, on request, the Principal Contractor shall consider offering any existing franchisee of Langmana Pty Ltd, or any employed driver of Barnetts Couriers, a contract of carriage on the terms of this Determination.
- 2.4 The Determination shall operate on and from 10 November 2014 and shall remain in force for a period of three years.

3. Dispute Procedure

- 3.1 Any dispute, difficulty or question arising between the parties to this determination shall be dealt with in the following manner:
- 3.2 Affected Contract Carriers, and at his/her/its request, a representative of the Union, shall negotiate with the Principal Contractor or the nominated representative of the Principal Contractor.
- 3.3 If negotiations contemplated in subclauses 3.1 and 3.2 above are unsuccessful, the parties may notify the dispute to the Commission in accordance with the Act for conciliation and/or arbitration.

4. Remuneration

- 4.1 The Principal Contract shall pay each Contract Carrier the applicable rate of remuneration payable under the Transport Industry - General Carriers Contract Determination as varied or rescinded and replaced from time to time.
- 4.2 When a variation is made to the Transport Industry - General Carriers Contract Determination the Principal Contract must immediately pass on the applicable change in rate from the date in which the variation takes effect.
- 4.3 For the avoidance of doubt, the following clauses from the Transport Industry - General Carriers Contract Determination apply as if they were reproduced in this contract determination:
 - (a) Clause 2 - Definitions (so far as they relate to clauses 4.4(b) - (f))
 - (b) Clause 16 - Remuneration;
 - (c) Clause 17 - Unit, Hourly & Other Rates
 - (d) Schedule 1;
 - (e) Schedule 2; and
 - (f) Schedule 3.

5. Deductions

- 5.1 The Principal Contractor shall not demand, require or receive the payment of any franchise or factoring fee from a Contract Carrier, however described.
- 5.2 No amount of remuneration shall be withheld or deducted from a Contract Carrier by the Principal Contractor without prior written consent from the Contract Carrier.
- 5.3 A deduction may be made from the Contract Carrier's remuneration in the event that freight is damaged, and the damage caused is the fault of the Contract Carrier. If there is a dispute about the fault of the damage, it will be dealt with pursuant to the disputes procedure and no deduction will be made until that dispute is resolved.

- 5.4 A deduction may be made from the Contract Carrier's remuneration in the event that equipment owned by the Principal Contractor in the Contract Carriers custody is damaged, and the damage caused is the fault of the Contract Carrier. If there is a dispute about the fault of the damage, it will be dealt with pursuant to the disputes procedure and no deduction will be made until that dispute is resolved.

6. Union Recognition

- 6.1 The Principal Contractor recognises that the Union is the sole union that shall represent the Contract Carriers.
- 6.2 Union membership will be at the sole discretion of the individual Contract Carrier.
- 6.3 All new Contract Carriers that become engaged by the Principal Contractor shall be allowed to attend an induction given by the Union. In this regard, the Principal Contractor will ensure:
- (a) That the induction occurs in the place that the work will be performed;
 - (b) That 30 minutes is allowed for the induction to take place;
 - (c) That the Contract Carriers will be remunerated at the appropriate rate for the duration of the induction; and
 - (d) That new Contract Carriers are aware of the occurrence of the said induction.
- 6.4 The following applies to an induction by the Union in accordance with clause 6.3:
- (a) Attendance by the Contract Carrier is at the discretion of the Contract carrier.
 - (b) The induction must be held within (2) weeks of the engagement of the Contract Carrier.
 - (c) The Union must give the Principal Contractor at least three (3) business days notice of the date and time of the scheduled induction.
 - (b) The Principal Contractor or its representative can attend the induction at its discretion.
- 6.5 A Union delegate shall:
- (a) Be treated fairly and allowed to perform their role without any discrimination in the workplace;
 - (b) Be recognised as the representative of the Union in the workplace;
 - (c) Be allowed access to new Contract Carriers to explain the benefits of Union membership;
 - (d) Respect the freedom of association of any individual Contract Carrier;
 - (e) Be paid to represent the interests of Union members, be it for the purpose of resolving disputes, attending training, or negotiating on behalf of Union members during normal working hours only.

7. Supply of Vehicles

- 7.1 The Contract Carrier is to provide a vehicle as reasonably specified by the Principal Contractor.
- 7.2 The Contract Carrier will be responsible for the running and upkeep of the vehicle provided for the purposes of the contract of carriage.

8. Obligations of the Principal Contractor

- 8.1 The Principal Contractor shall provide at no cost to the Contract Carrier all equipment incidental to the work to be performed under a contract of carriage. This includes but is not limited to:
- (a) Screen and/or computer systems for the receipt of jobs;
 - (b) Printers for the cabin of the vehicle;
 - (c) Branding of the Principal Contractor on the vehicle; and
 - (d) Uniforms.
- 8.2 The Principal Contractor shall maintain the equipment under clause 8.1 at its own expense to the extent that any damage to the equipment other than through reasonable use and wear and tear is to be at the cost of the Contract Carrier.
- 8.3 If a contract of carriage is terminated, the Principal Contractor will bear the cost of the removal of any equipment or signs that the Contract Carrier was required to have in or on their vehicle and make good the affected areas of the vehicle.
- 8.4 The Principal Contractor shall pay the Contract Carrier the remuneration due to it no later than the 5th day after the close of pay period observed by the Principal Contractor which shall not exceed a two week period.

9. Breaks

- 9.1 The Contract Carrier shall be allowed an unpaid half an hour lunch break for each day that he performs work for the Principal Contractor.
- 9.2 The Contract Carrier shall comply with any regulation relating to the operation of their particular vehicle as varied from time to time that is applicable in the state of New South Wales.

10. Annual Leave

- 10.1 A Contract Carrier who regularly performs contracts of carriage for a Principal Contractor shall be entitled to four weeks' annual leave without payment (payment is included in the rates in clause 4) which shall fall due each year on the anniversary of the beginning of the first contract of carriage entered into by the Contract Carrier with the Principal Contractor before or after the date of commencement of this determination.
- 10.2 The Principal Contractor shall not unreasonably deny a request by a Contract Carrier to take annual leave.

11. Termination

- 11.1 Where a Contract Carrier commits serious misconduct, or commits a serious breach of this determination, their contract of carriage may be terminated summarily by the Principal Contractor.
- 11.2 For any other termination, the Principal Contractor shall give the Contract Carrier notice of its intention to terminate the Contract Carriers engagement in accordance with Contract Carriers period of service with the Principal Contractor in accordance with the following table:

Period of Continuous Service	Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
Over 5 years	4 weeks

- 11.3 If the Contract Carrier wishes to terminate the contract of carriage, the Contract Carrier must give the Principal Contract notice of its intention to do so in accordance with the following table:

Period of Continuous Service	Notice
Less than 1 year	1 week
More than 1 year but less than 3 years	2 weeks
More than 3 years but less than 5 years	3 weeks
Over 5 years	4 weeks

12. Fatigue Management

- 12.1 The parties to this Determination share responsibility for ensuring compliance with applicable fatigue management laws and regulations.
- 12.2 The Principal Contractor must monitor its operations for compliance and take appropriate steps to remedy all breaches it is aware of or ought reasonably to be aware of.
- 12.3 The Contract Carrier must report all suspected fatigue management breaches to the Principal Contractor as soon as is practicable.
- 12.4 Once a fatigue management breach has been identified the Principal Contractor must:
- (a) immediately conduct an investigation;
 - (b) fairly consider what its own role in the breach was;
 - (c) consult with the Contract Carriers, and if the Contract Carriers is a member of the Union, the Union; and
 - (d) record in writing the outcome of the investigation and any remedial action taken.
- 12.5 Remedial action can include:
- (a) changes to the Principal Contractor's operations;
 - (b) a program of education and training; and
 - (c) in the case of a deliberate or intentional breach, termination of a Principal Contractor's employee or a Contract Carrier.
- 12.6 The Union has a right to train any Contract Carrier engaged by a Principal Contractor on changes to fatigue management laws and regulations:
- (a) the Principal Contractor will release the Contract Carrier for a reasonable period of time to facilitate training on changes to fatigue management laws and regulations; and
 - (b) the Principal Contractor will remunerate the Contract Carrier at the Contract Carrier's usual hourly rate during such training.
 - (c) Any training conducted in accordance with this clause must be facilitated to ensure minimal disruption to the contract carriers business and the Union must provide the Principal Contract with at least (5) business days notice of its intention to conduct training in accordance with this clause.
 - (d) The Principal Contractor reserves the right to direct any Contractor Carrier to attend training conducted by the Union in accordance with this clause, whether the contract carrier is a member of the Union or not.
- 12.8 In the event of a dispute arising under this part the Dispute Resolution procedure at clause 3 will apply.

- 12.9 Nothing in this clause prevents, or obviates the need for, appropriate external reporting of breaches of fatigue management laws and regulations.

13. Obligations of the Contract Carrier

The Contract Carrier shall:

- 13.1 Undertake work as directed by the Principal Contractor.
- 13.2 Comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales.
- 13.3 Pay all legal costs, such as tax and duty, payable in respect of the vehicle and keep the vehicle in a mechanically sound, road-worthy and clean condition.
- 13.4 Carry such goods as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require.
- 13.5 Be responsible for equipment and gear and for the safe loading of the vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the vehicle and/or the container loaded on the vehicle. In the case of pre-loaded vehicles the Contract Carrier shall be responsible for checking the load for safety and satisfactory method of loading.
- 13.6 Exercise all reasonable care and diligence in the carriage and safe keeping of the goods in his charge.
- 13.7 Hold at all times and on request produce for the inspection of the Principal Contractor a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Contract Carrier's vehicle and immediately notify the Principal Contractor if the licence is suspended or cancelled.
- 13.8 Supply at the request of the Principal Contractor, notice of any encumbrances liens or bills of sale affecting the vehicle of the Contract Carrier. The Contract Carrier shall not have any lien over the goods carried by him.
- 13.9
- (a) Not engage or allow any person to drive his vehicle other than the approved driver when he is performing work for the Principal Contractor unless the approved driver is unable to perform work for a period of more than one week for any reason other than annual leave. It will then be the responsibility of the Contract Carrier to arrange for the services of a driver to operate his vehicle for a period not to exceed three months from the date of commencement of the disability. If the disability continues beyond a period of three months, the Contract Carrier, after review by the Principal Contractor, may be terminated.
 - (b) Not engage or use the services of a driver for his vehicle, other than the approved driver without prior approval from the Principal Contractor. The approval may be withdrawn by the Principal Contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be complied with by a driver of a Contract Carrier's vehicle.
- 13.10 If the Contract Carrier is not the driver of the vehicle, ensure that the driver complies with those provisions of this determination which are appropriate to be complied with by the driver and ensure that the driver does not commit misconduct.
- 13.11 Report to the Principal Contractor non-attendance at the starting place by normal starting time on each of the days on which he may be required to undertake work and is unable to attend.
- 13.12 Advise the Principal Contractor as early as possible of any commitments affecting his ability to perform work.

- 13.13 Not cease performing work on any day without notifying the operations supervisor of the Principal Contractor in person, by two-way radio or by telephone.
- 13.14 Ensure the driver of the vehicle is of neat appearance.
- 13.15 Maintain contact with the Principal Contractor by radio if installed in the vehicle and immediately inform the Principal Contractor when a radio unit installed in the vehicle requires servicing or repair.
- 13.16 Inform the Principal Contractor immediately if he is unable to effect pick-up or delivery of goods to be carried by him.
- 13.17 Ensure that all freight notes and driver's work sheets and any other document reasonably required by the Principal Contractor are correctly completed and given to the Principal Contractor and use every endeavour to obtain the customer's signature on the relevant documentation when goods are picked up and/or delivered, any damage or shortages to be noted.
- 13.18 Pay to the Principal Contractor the amount of any claim, loss or expense incurred by the Principal Contractor in consequence of goods in the charge of the Contract Carrier being lost or damaged if the Contract Carrier (or a person for whose actions he is responsible) is so liable at law.
- 13.19 Account for any cheques or moneys received on behalf of the Principal Contractor as soon as possible. The Contract Carrier shall not be held responsible for fraudulent cheques collected by the Contract Carrier in good faith on behalf of the Principal Contractor.
- 13.20 At the completion of each day's work, each Contract Carrier shall hand in all freight notes and his worksheets. Contract Carriers who fail to do so shall not be paid for work detained on such worksheets unless:
- (a) such action was agreed by the Principal Contractor, or
 - (b) illness precluded the Contract Carrier from returning to the terminal.
- 13.21
- (a) Obtain and maintain a public liability insurance policy for an amount of \$2,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Principal Contractor.
 - (b) Obtain and maintain a comprehensive motor insurance policy over the vehicle including cover for an amount of \$5,000,000 for third party property damage in respect of any one accident.
 - (c) Take out and maintain at all times a workers' compensation insurance policy to cover the driver with an extension unlimited in amount indemnifying the Contract Carrier and the Principal Contractor against their respective liabilities at common law to the driver.
 - (d) Produce for inspection by the Principal Contractor a copy of all insurance policies required to be effected by the Contract Carrier under this determination and receipts for current premiums.
 - (e) Ensure that each such policy includes an indemnity of the Principal Contractor for any action of the Contract Carrier to which the policy applies.
- 13.22 Immediately report any accident to the operations staff of the Principal Contractor and attend to any legal requirements at the scene of the accident.
- 13.23 Observe the necessity for civility to the Principal Contractor's customers.
- 13.24 Not make alterations to equipment of the Principal Contractor without the consent of the Principal Contractor.

- 13.25 Upon termination, promptly return to the Principal Contractor all equipment and signs supplied by the Principal Contractor.
- 13.26 Carry out any instructions of the Principal Contractor as to the order in which he picks up goods and delivers them.

14. No Guarantees

- 14.1 An engagement by a Principal Contractor of a Contract Carrier to undertake work under a contract of carriage or contracts of carriage does not commit the Principal Contractor to enter into further contracts of carriage with the Contract Carrier or guarantee any minimum remuneration.
- 14.2 The Contract Carrier acknowledges that some runs will be offered to franchisees of Barnetts Couriers only, there are no fixed contracts with customers to supply them with services and runs will change depending on the work available, nevertheless, so far as is reasonably practical, the Principal Contractor will attempt to offer Contract Carriers the same or similar runs which they have performed for a substantial period of time.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

(700)

SERIAL C8263

CROWN EMPLOYEES (FIRE AND RESCUE NSW RETAINED FIREFIGHTING STAFF) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Fire Brigade Employees Union, Industrial Organisation of Employees.

(No. IRC 647 of 2014)

Before The Honourable Justice Walton, President

17 November 2014

VARIATION

1. Delete subparagraph 6.14.2.3 of clause 6, Rates of Pay and Allowances of the award published 4 July 2014 (376 I.G. 374) and insert in lieu thereof the following:
 - 6.14.2.3 thirdly, by then multiplying the new 100% rate and each of the new rates produced by subclause 6.14.2.2 by 107% and then rounding each result to the nearest cent to arrive at the new rates for the corresponding CFR classifications, and
2. Delete subparagraph 6.14.3.3 of clause 6, and insert in lieu thereof the following:
 - 6.14.3.3 thirdly, by then adding amount produced at subclause 6.14.3.2 to the new Deputy Captain rate at Entitlement Code S and to the new Captain rate at Entitlement Code W to arrive at the new Royal Easter Show rates for the Deputy Captain and Captain classifications at Entitlement Codes RASDC and RASC respectively.
3. Delete Table 1 Retainers, Table 2 Rates of Pay, and Table 3 Allowance of Part B Monetary Rates and insert in lieu thereof the following:

The following retainers, rates of pay and allowances are effective on and from the date shown.

Table 1 - Retainers

Clause	Retainers per fortnight	Retainer Level	Entitlement Code	30 May 2014 \$	20 February 2015 \$
		Base	A	63.42	65.01
	Recruit Firefighter, Firefighter	50%	B	126.84	130.01
6.3.1.1	and CFR Firefighter	75%	C	190.26	195.02
		100%	D	253.68	260.02
		Base	E	105.70	108.34
6.3.1.2	Deputy Captain and	50%	F	140.94	144.46
	CFR Deputy Captain	75%	G	211.40	216.69
		100%	H	281.87	288.92
		Base	I	118.39	121.35
6.3.1.3	Captain and	50%	J	157.85	161.80
	CFR Captain	75%	K	236.78	242.70
		100%	L	315.70	323.59

Table 2 - Rates of Pay

Clause	Rates of Pay		Entitlement Code	30 May 2014 \$	20 February 2015 \$
6.3	Recruit	1st hour	M	26.85	27.52
	Firefighter	Each further ½ hour or part	N	13.43	13.76
	Firefighter	1st hour	O	30.20	30.96
		Each further ½ hour or part	P	15.10	15.48
	CFR	1st hour	Q	32.31	33.13
	Firefighter	Each further ½ hour or part	R	16.16	16.57
	Deputy	1st hour	S	33.56	34.40
	Captain	Each further ½ hour or part	T	16.78	17.20
	CFR Deputy	1st hour	U	35.91	36.81
	Captain	Each further ½ hour or part	V	17.96	18.41
	Captain	1st hour	W	37.59	38.53
		Each further ½ hour or part	X	18.80	19.27
	CFR Captain	1st hour	Y	40.22	41.23
		Each further ½ hour or part	Z	20.11	20.62
6.7.1	Relief Duties,	1st two hours	RD2	101.26	103.79
	all ranks	Each further hour	RDH	67.52	69.21
6.8.1.1	Royal Easter Show per hour, Recruit, Firefighter and CFR Firefighter		RASF	46.71	47.88
6.8.1.2	Royal Easter Show per hour, Deputy Captain and CFR Deputy Captain		RASDC	50.07	51.32
6.8.1.3	Royal Easter Show per hour, Captain and CFR Captain		RASC	54.10	55.45

Table 3 - Allowances

Clause	Allowances	Entitlement Code	30 May 2014 \$	20 February 2015 \$
6.9	RTAS Allowance, per fortnight	RTAS	14.20	14.56
6.7.3, 9.1.1 9.2.1, 9.2.3 20.1, 20.5.5 29.2	Kilometre Allowance	KM	1.16	1.19
8.2.2, 8.3.1 29.4.2	Meal Allowance	MA	27.70	28.20
8.2.1, 8.3.1	Refreshment Allowance	RA	13.85	14.10

4. This variation shall operate from 17 November 2014.

M. J. WALTON J , *President*

CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 89 of 2014)

Before The Honourable Justice Walton, President

12 December 2014

VARIATION

1. Delete clause 6, Coverage of the award published 7 December 2012 (375 I.G. 86), and insert in lieu thereof the following:

6. Coverage

With effect from 24 February 2014, the provisions of this award shall apply to all non-executive public service employees as defined in the *Government Sector Employment Act, 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act, 2013*, except where another industrial instrument or arrangement applies to the employees.

Any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act, 2002* and who was covered by this award on that date will continue to be covered by this award.

2. Delete subclause 103.1 of clause 103, Area, Incidence and Duration, and insert in lieu thereof the following:

103.1 The provisions of this award shall apply to those employees as set out in clause 6.

3. This variation shall take effect from the commencement of the *Government Sector Employment Act 2013* on 24 February 2014.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 832 of 2014)

Before The Honourable Justice Walton, President

5 December 2014

VARIATION

1. Delete clause 1 Arrangement of the award published July 2014 (376 I.G. 421) and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
3A.	Salaries - Provisions - 2014 and 2015
3B.	Salaries - Provisions to commence - 2016
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Performance and Development Processes for Teachers
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Efficiency Process
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	Other Part Time Rates of Pay
29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
30.	Teachers in Residential Agricultural High Schools - Special Conditions

31. Dispute Resolution Procedures
32. No Further Claims
33. Anti-discrimination
34. Work Health & Safety
35. Saturday School of Community Languages
36. Educational Paraprofessionals
37. National Professional Standards for Teachers
38. Area, Incidence and Duration

SCHEDULES

- Schedule 1A - Salaries - Common Incremental Salary Scale 2014 to 2016
- Schedule 1B - Teachers Salaries - National Professional Teaching Standards - 2016
- Schedule 2A - Salaries - Principals - Existing Classification Structure - 2014 to 2016
- Schedule 2B - Salaries - Principals - New Classification Structure 2016
- Schedule 3 - Salaries - Other Promotion Classifications in the Teaching Service
- Schedule 4A - Rates of Pay - Casual Teachers - 2014 to 2015
- Schedule 4B - Rates of Pay - Casual Teachers - 2016
- Schedule 5 - Other Rates of Pay - 2014 to 2016
- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12 - Saturday School of Community Languages
- Schedule 13 - National Professional Standards for Teachers

2. Delete clauses 3, Salaries; 3A, Salaries - 2014 and 2015; and clause 3B, Salaries - Commencing in 2016; and insert in lieu thereof the following:

3. Salaries

Teachers

- 3.1 Salaries and rates of pay for teachers, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 4A, 4B, 5 and 12. These salaries will be increased by:
 - 3.1.1 2.27% from the first pay period commencing on or after 1 January 2014;
 - 3.1.2 2.27% from the first pay period commencing on or after 1 January 2015; and
 - 3.1.3 2.5% from the first pay period commencing on or after 1 January 2016.

Principals

- 3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:

- 3.2.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.2.2 2.27% from the first pay period commencing on or after 1 January 2015; and
- 3.2.3 2.5% from the first pay period commencing on or after 1 January 2016.

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:
- 3.3.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.3.2 2.27% from the first pay period commencing on or after 1 January 2015; and
- 3.3.3 2.5% from the first pay period commencing on or after 1 January 2016.

Allowances

- 3.4 Allowances under this award will be increased by:
- 3.4.1 2.27% from the first pay period commencing on or after 1 January 2014;
- 3.4.2 2.27% from the first pay period commencing on or after 1 January 2015; and
- 3.4.3 2.5% from the first pay period commencing on or after 1 January 2016.

3A. Salaries - 2014 and 2015

- 3A.1 The rates of pay for all teachers employed by the Department at the date of the making of this award and until 31 December 2015 will be in accordance with the common incremental salary scale.
- 3A.2 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1A, 2A, 3, 4A and 5 must be paid at an annual salary level not less than that for the appropriate classification.
- 3A.3 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1A are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training	Step 1	Step 1

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3A.4 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1A.
- 3A.5 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3A.6, 3A.7, 3A.8 and 3A.9 of this clause.
- 3A.6 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3A.7 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.
- 3A.8 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.
- 3A.9 A three year trained teacher who completes:
- 3A.9.1 a graduate diploma of at least one year of full time study or its part time equivalent; or
- 3A.9.2 part of a degree course or an equivalent course of study as determined by the Secretary which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher, shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.
- 3A.10 The rates of pay for all principals employed by the Department at the date of the making of this award and until 31 December 2015 will be in accordance with Schedule 2A and clause 3A.11.
- 3A.11 In relation to promotions classifications in schools, the following shall apply:

3A.11.1 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

- 3A.11.2 Principals shall only be appointed to hospital schools when specifically approved by the Secretary.
- 3A.11.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by

multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

- 3A.11.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

Category of Student	Factor
Primary students	2.14
Secondary students - integrated	2.46
Secondary students - stand alone	1.8
Students at the Open High School, each unit of study per student	6 x 1.89
Pre-school students	1.38
Students with disabilities	2.7

- 3A.11.5 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300
PC2	301 - 450
PC1	451+

- 3A.11.6 The position of principal in a high school shall be classified as follows:

Classification of Principal	Student Enrolments
PH2	1 - 900
PH1	More than 900

- 3A.12 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.11 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

3B. Salaries - Commencing in 2016

Teachers - Professional Teaching Standards

- 3B.1 Standards based remuneration will not apply to School Counsellors and Education Officers. These classifications will continue to be remunerated on the old incremental salary scale for the life of this award.

- 3B.2 The rates of pay of teachers under the standards based remuneration pay rates will be in accordance with the teacher's progression through the various salary Bands as the teacher attains accreditation at the higher levels of the professional teaching standards. The standards based remuneration pay rates for teachers will commence from the first pay period on or after 1 January 2016. The salary bands are as follows.

3B.2.1	Band 1	(Graduate)
3B.2.2	Band 2	(Proficient)
	Band 2	(Proficient) Step 2.1
	Band 2	(Proficient) Step 2.2
	Band 2	(Proficient) Step 2.3
3B.2.3	Band 3	(Highly Accomplished)

- 3B.3 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3B.4 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service.
- 3B.5 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time. For those teachers who have confirmation of accreditation at Highly Accomplished but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3.
- 3B.6 For the purpose of salary progression, one year of full time service is 203 days.
- 3B.7 Salaries and rates of pay for teachers under this clause shall be paid in accordance with this clause and Schedule 1B.

Teachers commencing employment after 1 January 2014

- 3B.8 A teacher who commences employment with the Department after the Award commencement date of 1 January 2014 will in 2016 be paid under the new salary structure in accordance with their level of accreditation.
- 3B.9 A teacher who commences employment with the Department after 1 January 2016 will be paid at the Band 1 (Graduate) rate:
- 3B.9.1 on commencement of their employment; and
- 3B.9.2 for a minimum of two years full time thereafter from the commencement of their employment while working towards accreditation at the Proficient level.
- 3B.10 Following a minimum of two years of pay at the Band 1 (Graduate) a teacher who meets the requirements of Proficient accreditation, maintains that accreditation and subject to the satisfactory performance of their duties will be paid:
- 3B.10.1 at the Band 2 (Proficient) rate from the first pay period on or after gaining the Proficiency accreditation; and thereafter
- 3B.10.2 at the Band 2 (Proficient) rate for a minimum of two years full time;
- 3B.10.3 at the Band 2.1 (Proficient) rate for one year full time;
- 3B.10.4 at the Band 2.2 (Proficient) rate for one year full time; and
- 3B.10.5 at the Band 2.3 (Proficient) rate for one year full time.
- 3B.11 Teachers as at 1 January 2016 who transition from steps 11, 12 and 13 on the incremental salary scale to Bands 2.1, 2.2 and 2.3 respectively will have any service under the old steps (11-13) counted towards the 203 day requirement for progression up to Band 2.3.

Teachers employed with the Department prior to 1 January 2014

Transitional provisions

3B.12 A teacher who is already employed with the Department at the commencement of the award on 1 January 2014 will be paid as follows at the commencement of the professional standards rates of pay on 1 January 2016.

3B.12.1 A teacher on step 6 of the common incremental salary scale as at 1 January 2016 shall:

- 3B.12.1.1 remain on step 6 of the common incremental salary scale for one year full time;
- 3B.12.1.2 progress to step 7 of the common incremental salary scale for one year full time;
- 3B.12.1.3 progress to step 8 of the common incremental salary scale for one year full time;
and
- 3B.12.1.4 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further pay increases will be in accordance with subclause 3B.10.

3B.12.2 A teacher on step 7 of the common incremental salary scale as at 1 January 2016 shall:

- 3B.12.2.1 remain on step 7 of the common incremental salary scale for one year full time;
- 3B.12.2.2 progress to step 8 of the common incremental salary scale for one year full time;
and
- 3B.12.2.3 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.3 A teacher on step 8 of the common incremental salary scale as at 1 January 2016 shall:

- 3B.12.3.1 be paid at the rate of step 8 of the common incremental scale for one year full time;
- 3B.12.3.2 progress to Step 9 of the common incremental salary scale for one year full time;
- 3B.12.3.3 progress to Step 10 of the common incremental salary scale for one year full time;
and
- 3B.12.3.4 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.4 A teacher on step 9 of the common incremental salary scale as at 1 January 2016 shall:

- 3B.12.4.1 be paid at the rate of step 9 of the common incremental salary scale for one year full time;
- 3B.12.4.2 progress to step 10 of the common incremental salary scale for one year full time;
and
- 3B.12.4.3 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.5 A teacher on step 10 of the common incremental salary scale as at 1 January 2016 shall:

3B.12.5.1 be paid at the rate of step 10 of the common incremental salary scale for one year full time; and

3B.12.5.2 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.6 A teacher on step 11 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.7 A teacher on step 12 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.2 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.12.8 A teacher on step 13 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.3 (Proficient).

Further increases will be in accordance with subclause 3B.10.

3B.13 A teacher will only be eligible to move to the Band 2 (Proficient) rate, subject to gaining accreditation at that level, after two years full time at the Band 1 (Graduate) rate.

3B.14 A teacher who does not attain accreditation at Proficient level will remain at the Band 1 (Graduate) rate.

3B.15 A teacher who is accredited at the Proficient level:

3B.15.1 will be paid at the Band 2 (Proficient) rate subject to the conditions at clause 3B.3; and

3B.15.2 must maintain their accreditation at the Proficient level to continue to be paid at the Band 2 (Proficient) rate.

3B.16 The rate of pay for a teacher who does not maintain their accreditation at Proficient level will revert from the Band 2 (Proficient) rate to the Band 1 (Graduate) rate from the first pay period after the date of either the lapsing or the revocation of the teacher's accreditation at Proficient.

3B.17 A teacher will only be eligible to move to the Band 3 (Highly Accomplished) rate, subject to gaining accreditation at that level, after one year full time at the Band 2.3 (Proficient) rate.

3B.18 A teacher who does not attain accreditation at Highly Accomplished level will remain at the Band 2.3 (Proficient) rate.

3B.19 A teacher who is accredited at the Highly Accomplished level:

3B.19.1 will be paid at the Band 3 (Highly Accomplished) subject to the conditions at clause 3B.5 and;

3B.19.2 must maintain their accreditation at the Highly Accomplished level to continue to be paid at the Band 3 (Highly Accomplished) rate.

3B.20 The rate of pay for a teacher who does not maintain their accreditation at Highly Accomplished level will revert from the Band 3 (Highly Accomplished) rate to the Band 2.3 (Proficient) rate from the first pay period after the date of either the lapsing or the revocation of the teacher's accreditation at Highly Accomplished.

Principals

3B.21 The new principal classification structure based on complexity of schools will commence on the first day of the Department's Term 1, 2016. A new principal who is appointed to a principal position from the start of Term 1, 2016 will be appointed and paid under the new structure in accordance with the provisions of Schedule 2B.

Principals will be classified as follows.

3B.21.1 Teaching Principal (TP1) or Associate Principal

3B.21.2 Teaching Principal (TP2) or Associate Principal

3B.21.3 Principal 1 (P1)

3B.21.4 Principal 2 (P2)

3B.21.5 Principal 3 (P3)

3B.21.6 Principal 4 (P4)

3B.21.7 Principal 5 (P5)

3B.21 The rate of pay for a principal under the new classification structure will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.

3B.23 Funding thresholds will be adjusted annually to reflect changes in system allocations through the RAM.

3B.24 Base salaries and complexity loadings will be adjusted where applicable in accordance with clause 3.2.

Transitional provisions for principals

3B.25 The transitional provisions will apply to existing principals including those who are appointed to another school by transfer.

3B.26 At the commencement of the new principal classification structure, an existing PP5 or PP6 who is classified under the new structure below the position of P1, that is as a Teaching Principal 1 (TP1) or Teaching Principal 2 (TP2) will:

3B.26.1 have their classification changed to that of a Teaching Principal 1 (TP1) or Teaching Principal 2 (TP2) as appropriate; and

3B.26.2 be paid at their existing salary level (adjusted for any salary increases) which is equivalent to that in the former enrolment based classification structure while they remain at the current school.

3B.27 At the commencement of the new principal classification structure, an existing principal who is classified as P1, P2, P3, P4 and P5 under the new structure and who will remain at their current school in 2016 will have one opportunity to:

3B.27.1 opt in to the new principal classification structure; or

3B.27.2 remain on the former classification structure and salary (adjusted for any salary increases) as provided for under this award until 2021.

The last day that the principal can elect to opt in to the new principal classification structure is 29 February 2016.

- 3B.28 Principals classified as P1 to P5 inclusive, who opt in to the new principal classification structure and will be paid in accordance with Schedule 2B.
- 3B.29 In circumstances where a principal whose school is classified as P1 to P5 inclusive who opts in to the new classification structure, where the application of the Resource Allocation Model to that school results in a lower principal classification of that school after the opt in date, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years from the date of the change in the Resource Allocation Model funding.
- At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2B.
- 3B.30 An existing principal who does not elect to opt in to the new structure will remain on the former principal classification structure until January 2021 and be paid in accordance with Schedule 2A.
- 3B.31 On the first day of Term 1, 2021 any existing principal who did not elect to opt in to the new principal classification structure who has remained on the former principal structure will be moved to the new principal classification structure for their school. The relevant funding threshold for the classification of the principal in the new structure will be the threshold as at the first day of term 1, 2021.
- 3B.32 Where the application of the Resource Allocation Model to that school from the first day of Term 1, 2021 results in a lower principal classification of that school, the principal will, while they remain at that school, retain the comparative classification, complexity loading and salary for a period of three years from the date of the change in the RAM funding. At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2B.

3. Delete clause 8 Salary Packaging, and insert in lieu thereof the following:

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 2A, 2B, 3, 4A, 4B and 5 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 8.5.2 any administrative fees.
- 8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

- 8.6.1 Superannuation Guarantee Contributions;
- 8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.
4. Delete subclause 28.1 of clause 28, Other Rates of Pay and insert in lieu thereof the following:
- 28.1 Other rates of pay in schools shall be paid in terms of Schedule 5.
5. Delete Schedule 1A and insert in lieu thereof the following:

SCHEDULE 1A

TEACHER SALARIES - COMMON INCREMENTAL SALARY SCALE - 2014 to 2016

The following salary scale applies to: teachers; education officers; home school liaison officers; Aboriginal student liaison officers and counsellors.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Step 13	91,071	93,138	95,466
Step 12	83,086	84,972	87,096
Step 11	79,934	81,749	83,793
Step 10	76,791	78,534	80,497
Step 9	73,645	75,317	77,200
Step 8	70,500	72,100	73,903
Step 7	67,352	68,881	70,603
Step 6	64,202	65,659	67,300
Step 5	61,061	62,447	64,008
Step 4	57,914	59,229	60,710
Step 3	55,062	56,312	57,720
Step 2	51,621	52,793	54,113
Step 1	47,361	48,436	49,647

6. Delete Schedule 1B and insert in lieu thereof the following:

SCHEDULE 1B

TEACHER SALARIES - PROFESSIONAL TEACHING STANDARDS

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2016 \$
Band 1 (Graduate)	64,008
Band 2 (Proficient)	77,200
Band 2.1	83,793
Band 2.2	87,096
Band 2.3	95,466
Band 3 (Highly Accomplished)	101,614

7. Delete Schedule 2A and insert in lieu thereof the following:

SCHEDULE 2A

PRINCIPALS - EXISTING CLASSIFICATION STRUCTURE 2014 TO 2016

Table 1

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
High School Principal			
Grade 1 (PH1)	156,524	160,077	164,079
Grade 2 (PH2)	149,968	153,372	157,206
Central School Principal			
PC1	147,808	151,163	154,942
PC2	136,300	139,394	142,879
PC3	130,780	133,749	137,093
PC4	126,390	129,259	132,490
Primary School Principal			
PP1	146,376	149,699	153,441
PP2	134,981	138,045	141,496
PP3	129,511	132,451	135,762
PP4	125,168	128,009	131,209
PP5	122,370	125,148	128,277
PP6	104,808	107,187	109,867
Principal - Environmental Education Centre or Hospital school Grade 2	122,370	125,148	128,277
Principal - Environmental Education Centre or Hospital school Grade 2	104,808	107,187	109,867

Table 2

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Executive Principal, Connected Communities	172,964	176,890	181,312

Note: The new principal classification structure to commence in 2016 does not apply to the position of Executive Principal, Connected Communities.

8. Delete Schedule 2B and insert in lieu thereof the following:

SCHEDULE 2B

PRINCIPALS - CLASSIFICATION STRUCTURE 2016

Classification	Salary from the first pay period to commence on or after 1.1.2016 \$
Teaching Principal 1 (TP1) or Associate Principal	109,867
Teaching Principal 2 (TP2) or Associate Principal	128,277
P1	131,797 (Base level)
P2	141,858 (Base level + 10,061 complexity level loading)
P3	157,206 (Base level + 25,409 complexity level loading)
P4	164,079 (Base level + 32,282 complexity level loading)
P5	169,109 (Base level + 37,312 complexity level loading)

9. Delete Schedule 3 and insert in lieu thereof the following schedule:

SCHEDULE 3

OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE - 2014 to 2016

Classification	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
School based teaching service			
High School Deputy Principal	122,370	125,148	128,277
Deputy Principal (Secondary) Central School	122,370	125,148	128,277
Primary School Deputy Principal	122,370	125,148	128,277

Deputy Principal (Primary) Central School	122,370	125,148	128,277
Assistant Principal Primary School	104,808	107,187	109,867
Assistant Principal Central School	104,808	107,187	109,867
Head Teacher High School	104,808	107,187	109,867
Head Teacher Central School	104,808	107,187	109,867
Highly Accomplished Teacher (National Partnerships)	104,808	107,187	109,867
District Guidance Officer	104,808	107,187	109,867
Senior Assistant in Schools	93,439	95,560	97,949
Non School based teaching service			
Principal Education Officer	136,455	139,553	143,042
Senior Education Officer Class 2	122,982	125,774	128,918
Senior Education Officer Class 1			
Year 1	104,808	107,187	109,867
Year 2	109,140	111,617	114,407
Year 3	113,470	116,046	118,947

10. Delete Schedule 4A and insert in lieu thereof the following schedule:

SCHEDULE 4A

Rates of Pay - Casual Teachers linked to common incremental salary scale - 2014 AND 2015

Table 1

Trained Teachers	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$
Increase	2.27%	2.27%
4YT Steps		
4	364.65	372.93
3	348.37	356.28
2**	332.09	339.63
1	315.83	323.00
3YT Steps		
5	348.37	356.28
4	332.09	339.63
3	315.83	323.00
2	299.56	306.36
1	284.79	291.25
2YT Steps		
4	315.83	323.00
3	299.56	306.36
2	284.79	291.25
1	266.99	273.05

** 5YT trained casual school teachers commence on step 2, 4YT rates of pay

Table 2

Conditionally Trained Teachers	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$
Increase	2.27%	2.27%
C (5YT) Steps		
4	364.65	372.93
3	348.37	356.28
Y1-2	332.09	339.63
C (4YT) Steps		
4	348.37	356.28
3	332.09	339.63
Y1-2	315.83	323.00
C (3YT) Steps		
4	315.83	323.00
3	299.56	306.36
Y1-2	284.79	291.25
C (2YT) Steps		
3	284.79	291.25
Y1-2	266.99	273.05

Table 3

In the case of casual teachers relieving in positions of PP6 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$	Rates from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Casual PP6 Principal Environmental Education Centre or Hospital School Grade 1	542.10	554.41	568.27

11. Delete Schedule 4B and insert in lieu thereof the following:

SCHEDULE 4B

RATES OF PAY - CASUAL TEACHERS LINKED TO PROFESSIONAL TEACHING STANDARDS - 2016

Trained Teachers	Rates from the first pay period to commence on or after 1.1.2016\$
Band 1	331.08
Band 2	399.31

12. Delete Schedule 5A and insert in lieu thereof the following:

SCHEDULE 5

Other Rates of Pay

Classification	Rates from the first pay period to commence on or after 1.1.2014 \$ Per day	Rates from the first pay period to commence on or after 1.1.2015 \$ Per day	Rates from the first pay period to commence on or after 1.1.2016 \$ Per day
Increase	2.27%	2.27%	2.5%
Teacher in Charge	23.83	24.37	24.98
Demonstration Schools	9.88	10.10	10.35
Teachers of classes of students with disabilities	13.49	13.80	14.15
	\$ Per hour	\$ Per hour	\$ Per hour
Needlework/Craft teacher	42.51	43.47	44.56

13. Delete Schedule 6 and insert in lieu thereof the following:

SCHEDULE 6

EDUCATIONAL PARAPROFESSIONAL 2014 -2016

	Salary from the first pay period to commence on or after 1.1.2014 \$	Salary from the first pay period to commence on or after 1.1.2015 \$	Salary from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Step 1	51,621	52,793	54,113
Step 2	55,062	56,312	57,720
Step 3	57,914	59,229	60,710

14. Delete Schedule 7 and insert in lieu thereof the following:

SCHEDULE 7

ALLOWANCES

Table 1

	Rates from the first pay period on or after 1.1.2014	Rates from the first pay period on or after 1.1.2015	Rates from the first pay period on or after 1.1.2016
Increase	2.27%	2.27%	2.5%
Schools			
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,674	2,735	2,803
Teacher in Charge	4,142	4,236	4,342
Year Adviser	3,674	3,757	3,851
Teachers with Health Education Certificate	1,322	1,352	1,386

Teachers other than the principal of classes of students with disabilities	2,348	2,401	2,461
Principals, schools for specific purposes	3,060	3,129	3,207
Principal of Stewart House	15,604	15,958	16,357
Assistant Principal of Stewart House	10,334	10,569	10,833
In a central school - DP (Primary) AP	1,860	1,902	1,950
Demonstration Schools			
Principal			
Class PP1	2,701	2,762	2,831
Class PP2	2,397	2,451	2,512*
			* See clause 5.3.1
Other promotion positions	2,100	2,148	2,202
Trained teacher	1,705	1,744	1,788
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	48.07	49.16	50.39
In other schools			
Per half hour lesson	58.13	59.45	60.94
Per 40 minute lesson	77.47	79.23	81.21
Maximum per annum	4,376	4,475	4,587
Residential Agricultural High Schools			
Rostered supervision teachers	10,334	10,569	10,833
Head Teacher (Welfare) residential supervision allowance	1,722	1,761	1,805
Teacher in charge of residential supervision	1,769	1,809	1,854
Principal on call and special responsibility allowance	15,604	15,958	16,357
Deputy principal on call and special responsibility allowance	14,099	14,419	14,779
Supervisor of female students			
Up to 200 students	1,843	1,885	1,932
201-400 students	2,966	3,033	3,109
More than 400 students	3,674	3,757	3,851
Education Officers			
Non Graduate			
Year 2	4,744	4,852	4,973
Year 1	4,744	4,852	4,973
Graduate			
Year 2	3,705	3,789	3,884
Year 1	3,705	3,789	3,884

15. Delete Schedule 8 and insert in lieu thereof the following:

SCHEDULE 8

Locality Allowances

1. Definitions

- 1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
 - (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
 - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
 - (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
33	34	35

- 1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.
- 1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Secretary; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Secretary to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$	Rates from the first pay period to commence on or after 1.1.2016 \$
	Increase	2.27%	2.27%	2.5%
2.1	Teacher without dependent partner	1,261	1,290	1,322
	Teacher with dependent partner	1,492	1,526	1,564
2.2	Teacher without dependent partner	638	652	668
	Teacher with dependent partner	851	870	892

* The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances

	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$	Rates from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Group			
1	4,144	4,238	4,344
2	3,729	3,814	3,909
3	3,313	3,388	3,473
4	2,901	2,967	3,041
5	2,485	2,541	2,605
6	2,074	2,121	2,174
7	1,660	1,698	1,740
8	1,246	1,274	1,306
9	834	853	874
10	415	424	435

3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

	1st dependent child rates from the first pay period to commence on or after 1.1.2014 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2015 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Increase	2.27%	2.27%	2.5%
Group 1	496	507	520
Group 2	433	443	454
Group 3	366	374	383
Group 4	301	308	316
Groups 5 and 6	240	245	251
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2014 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2015 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2016 Per annum \$
Group 1	333	341	350
Group 2	274	280	287
Group 3	206	211	216
Group 4	144	147	151
Groups 5 and 6	79	81	83

4. Part C - Allowances - Motor Vehicle

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates from the first pay period to commence on or after 1.1.2014 \$	Rates from the first pay period to commence on or after 1.1.2015 \$	Rates from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Groups 1, 2 and 3	2,227	2,278	2,335
Groups 5 and 6	1,118	1,143	1,172

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of This Schedule

5.1 A teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the Teaching Services Act 1980, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Secretary considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car shall not require the approval of the Secretary.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2014 \$	From the first pay period to commence on or after 1.1.2015 \$	From the first pay period to commence on or after 1.1.2016 \$
39	40	41

6. Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

6.1.1 who for the time being is on maternity leave; or

- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Secretary.
- 6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
- 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Secretary may reasonably require.
- 6.4 The Secretary shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Secretary's liability for the same. If any such sum shall be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Secretary shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
- 6.6.1 In any such case, the Secretary shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2014	From the first pay period to commence on or after 1.1.2015	From the first pay period to commence on or after 1.1.2016
\$	\$	\$
33	34	35

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Secretary in

their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

- 6.8 The Secretary shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.
7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)
- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
- 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
- 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
- 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
- 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;
- 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
- 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.

8.2 The Locality Allowance Committee shall -

8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;

8.2.2 elect its own chairperson, who shall not have a casting vote;

8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and

8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

Groupings of Schools

Group 1 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Bonalbo Chandler Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Bribbaree Dundurrabin Glen Alice Mayrung Premer Rugby Tooraweenah	Burruga Elands Glenreagh Millbank Pyramul Sofala Trunkay	Burren Junction Euabalong West Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah Wattle Flat	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS

Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena Mullengandra Orama Savernake Towamba Willawarrin Woolomin
Group 8 (75) Afterlee Binalong Brocklesby Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Ardlethan Binya Burrumbuttock Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Attunga Blighty Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Beckom Boree Creek Carroll Currabubula Errowanbang Gooloogong Johns River Lowesdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Bemboka Bourke HS & PS Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tunable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek	Blandford Clunes Corndale Darlington Pt Gerogery Kentucky Marrar Murrurundi
Neville Oxley Island Quaama Stratford Uranquinty Wombat	Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale	Adelong Bexhill	Barham HS & PS Bibbenluke	Barrington Bingara	Batlow Binnaway
Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Bodalla Borenore Carcoar Chillingham Cooperook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains	Harrington Jerilderie Kendall	Herons Creek Jindabyne Kinchela	Hillston Jindera Laggan	Howlong Karangi Lansdowne

Lawrence	Leeville	Lennox Head	Lockhart	Main Arm Upper
Martindale	Mathoura	Millthorpe	Modanville	Mogo
Nemingha	Nyngan HS & PS	Smithtown	Old Bar	Repton
Rous	Scotts Head	Spring Terrace	Stokers Siding	Stuarts Point
Table Top	Tanja	Tathra	Terranora	Teven-Tintenbar
Tinonee	Tintinhull	Tregeagle	Tumbulgum	Uki
Warren CS	Wee Waa HS & PS	Wentworth	Willow Tree	Wilson's Creek
Woodburn	Wyrallah	Yenda	Yeoval	Yerong Creek

16. Delete clause 9 of Part B, Compensation for Travel on Official Business of Schedule 9, Excess Travel and Compensation for Travel on Official Business and insert in lieu thereof the following:

9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	65	26
	1601 - 2600 cc	76	30.4
	2601 cc or more	77	30.8
6	Casual Rate		
	1600 cc or less	26	
	1601- 2600 cc	30.4	
	2601 cc or more	30.8	

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

17. Delete Table 1 - Remuneration, Monetary Rates of Schedule 12 and insert in lieu thereof the following:

Table 1 - Remuneration, Monetary Rates

Saturday School of Community Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2014 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2015 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Supervisor	695.52	711.31	729.09
Assistant Supervisor	551.12	563.63	577.72
Curriculum Coordinator	551.12	563.63	577.72

Classification	Hourly rate from the first pay period to commence on or after 1.1.2014 \$	Hourly rate from the first pay period to commence on or after 1.1.2015 \$	Hourly rate from the first pay period to commence on or after 1.1.2016 \$
Increase	2.27%	2.27%	2.5%
Supervisor	115.91	118.55	121.52
Assistant Supervisor	91.86	93.94	96.29
Curriculum Coordinator	91.86	93.94	96.29
Teacher	75.48	77.19	79.12
Conditionally Approved Teacher	70.20	71.79	73.58

18. This variation shall take effect on and from 5 December 2014.

M. J. WALTON J , *President*

Printed by the authority of the Industrial Registrar.

PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(No. IRC 856 of 2014)

Before The Honourable Acting Justice Kite

18 December 2014

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award made on 12 December 2013 (375 I.G. 1199).
- (c) This award shall take effect on and from 1 July 2014 and the award will remain in force until 30 June 2015.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a)
 - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
 - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2

weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
 - (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
 - (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 40, 41, 43, 44, 45, 47, 48, 49, 50, and 51 of the Crown Employees (Parliament House Conditions of Employment) Award 2010 or any replacement thereof.
7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means - person related to blood, marriage or affinity;
 - 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means - a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the

employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti Discrimination

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the Industrial Relations Act 1996 to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. No Extra Claims

The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Parliamentary Reporting Staff (Salaries) Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

PART B

MONETARY RATES

Table 1 - Salaries effective from the first full pay period after:

Classification	1 July 2013 \$	1 July 2014 \$
Reporter		
1st year of service	83134	85021
2nd year of service	86473	88436
3rd year of service	91023	93089
4th year of service	94789	96941
5th year of service	97516	99730
Senior Reporter	100410	102689
Sub Editor	108169	110624
Senior Sub Editor	114612	117214
Deputy Editor	121671	124433

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2013 \$	1 July 2014 \$
16763	17144

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE (STATE) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 906 of 2014)

Before The Honourable Acting Justice Kite

6 January 2015

AWARD

1. Title

This Award shall be known as the "State Transit Authority Bus Operations Enterprise (State) Award 2015" ("the Award").

2. Arrangement

Clause No.	Subject Matter
------------	----------------

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Title
2. Arrangement
3. Definitions and Explanations
4. Anti Discrimination
5. Area, Incidence and Duration
6. No Extra Claims

SECTION 2 - EMPLOYMENT RELATIONSHIP

7. Skills Competency
8. Recruitment and Full Time Employment
9. Establishment of Additional Part Time and Casual Work
10. Job Share
11. Casual Bus Operator
12. Permanent Part-Time Bus Operator
13. Temporary Bus Operator
14. Supervision of Special Events

SECTION 3 - WAGES AND RELATED MATTERS

15. Wages and Wage Increases
16. Rate of Pay for Bus Trainees
17. Income Protection
18. Salary Sacrifice for Superannuation
19. Salary Arrangements for Former Classifications
20. Career Paths
21. Acting Out of Classification
22. Excess Travelling Time

23. Attending for Duty
24. Attending Court
25. Making Reports
26. Attending Office

SECTION 4 - HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

27. Hours of Work
28. Saturday and Sunday Time
29. Contingent Arrangements for Major Incidents
Affecting Services
30. Overtime
31. Working of Voluntary Overtime
32. Cancellation of Rostered Day Off
33. Time off in Lieu for Overtime and Make Up Time
34. Shift Penalties
35. Meal Breaks

SECTION 5 - ALLOWANCES

36. Uniform Allowance
37. Industry Allowance
38. Articulated Bus Allowance

SECTION 6 - ROSTERS AND RELATED MATTERS

39. Service Reliability
40. Standing Time for Sydney
41. Rosters
42. Daily Maintenance of Rosters
43. Roster Committees
44. Roster Changes
45. Training Rosters
46. New Year's Eve Rostering Arrangements
47. Exclusive Shifts
48. Route Networking
49. Regionally Optimised Timetabling
50. Special Hirings
51. Charter Work
52. Sign on and Sign Off Times
53. Running and Standing Times in Newcastle

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

54. Annual Leave
55. Long Service Leave
56. Personal/Carers' Leave Entitlement
57. Personal Sick Leave
58. Personal Carers' Leave
59. Bereavement Leave
60. Purchased Leave for Personal or Family Needs
61. Paid Maternity Leave
62. Parental Leave
63. Adoption Leave
64. Domestic Violence Leave
65. Career Break
66. Public Holidays
67. Work on a Public Holiday

- 68. Concessional Day (Substitute Bank Holiday)
- 69. Picnic Day
- 70. Jury Service Leave

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

- 71. Occupational Health and Safety Training
- 72. Alcohol and Other Drugs
- 73. Certificate III in Transport and Distribution
- 74. Driver Skills Maintenance Program
- 75. Fatigue Management

SECTION 9 - GENERAL

- 76. Continuity of Service (on Transfer of Business)
- 77. Abandonment of Service
- 78. Quality Certification
- 79. Absence Management Procedures
- 80. Patterns of Work and Productivity
- 81. New Technology
- 82. Smart Card/Integrated Ticketing
- 83. Centre and Rear Door Loading for Cashless Services
- 84. Termination of Employment

SECTION 10 - INDUSTRIAL RELATIONS

- 85. Disputes Settlement Procedure
- 86. Contestability
- 87. Union Training Leave
- 88. Stand Down

PART B

- Table 1 - Wage Rates
- Table 2 - Other Rates and Allowances
- Table 3 - Uniform Allowance
- Table 4 - Sydney Meal Break, Sign On and Sign Off Allowances
- Table 5 - Newcastle Meal Break, Sign On and Sign Off Allowances
- Table 6 - Exclusive Shift Times

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4" Employer" means the Secretary of the Department of Transport as head of the Transport Service..

- 3.5 "Employee" means a full time, part time, temporary or casual employee employed as a member of the Transport Service in the STA Group in a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 19 of this Award.
- 3.6 "O/MBSC" means Outer Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer, and the RTBU.
- 3.9 "Penalty payments" - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 "RMS" means Roads and Maritime Service of New South Wales.
- 3.11 "RTBU" means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.12 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation 2012 as being part of the STA Group who are not part of the Transport Senior Service.
- 3.13 "State Transit" means the Employer.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

- 3.14 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;
- 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

- 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 4.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 4.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 4.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the Employer, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority Bus Operations Enterprise (State) Award 2012.
- 5.2 This Award shall take effect on and from 1 January 2015 and shall remain in force until 31 December 2017.

6. No Extra Claims

- 6.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 6.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 are not prohibited by this clause.

SECTION 2 - EMPLOYMENT RELATIONSHIP

7. Skills Competency

- 7.1 The Employer may direct an employee to carry out such duties where practical, as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

8. Recruitment and Full Time Employment

- 8.1 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who do not have an Heavy Rigid (HR) driver's licence will have to demonstrate that they have reached a proficiency rating of at least 80% of the RMS assessment for a HR licence before they may be offered a Traineeship or Bus Operator position with State Transit.
- 8.2 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who already hold a HR licence will have to demonstrate that they are competent to drive STA buses, as

determined by STA, and RMS accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with State Transit.

- 8.3 Any employee not being a Bus Operator specifically engaged as being a part-time, casual or temporary employee is for all purposes of this Award a full-time employee, unless otherwise specified by this Award.

9. Establishment of Additional Part Time and Casual Work

- 9.1 There shall be a limit of 22% of total Bus Operators at each Depot who may be engaged on arrangements other than full time i.e. Part-time or Casual Bus Operators.
- 9.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.

10. Job Share

- 10.1 The Parties agree to enable employees covered under this Award, to participate in job share arrangements where possible. The intention of the Parties is to improve employee retention rates by providing more flexible patterns of work through job share arrangements, with particular emphasis on:
- (a) employees contemplating a reduction in working hours prior to retirement; and
 - (b) employees needing to balance work commitments and family responsibilities.
- 10.2 Job share arrangements must be agreed to by the employees' manager and be documented in writing.
- 10.3 A Job Share arrangement will lapse in the event that either one of the participants returns to full time work, transfers to another line of work or position, or exits State Transit.

11. Casual Bus Operator

- 11.1 A casual bus operator is to be employed by the day.
- 11.2 A casual bus operator working ordinary time will be paid an hourly rate calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent. The loading constitutes part of the casual Bus Operator's all-purpose rate.
- 11.3 A casual Bus Operator will be employed for no more than six shifts per week.
- 11.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per day.
- 11.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 11.6 A casual Bus Operator who attends duty as requested, and who is told upon such attendance that he/she is not required on that day shall be paid a minimum of three hours.
- 11.7 A casual Bus Operator will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of Part-time Bus Operators.

12. Permanent Part-Time Bus Operator

- 12.1 A permanent Part-time Bus Operator is a Bus Operator who:
- (i) works less than full-time hours of 38 per week; and
 - (ii) has reasonably predicted hours of work; and

- (iii) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 12.2 The Parties agree that Part-Time employees can be utilised to perform work in excess of their daily agreed hours if full time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.
- 12.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 12.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.
- 12.5 At the time of engagement, the employer and the regular part time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 12.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate School Vacation times, Service Reviews etc. When this occurs, actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable, the employee is to be allocated shifts which have hours of work as near as possible to the employee's current contract of employment.
- 12.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 12.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 11.
- 12.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 12.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greater.
- 12.11 Where the employer intends to reallocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.
- 12.12 Four weeks notice is to be given to the local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.
- 12.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

13. Temporary Bus Operator

- 13.1 A temporary Bus Operator is a Bus Operator, not being a permanent full-time, permanent regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 13.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.

- 13.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 13.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- 13.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 13.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 13.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 13.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

14. Supervision of Special Events

- 14.1 Bus Operators Level 2 and above, and Bus Operator Trainees, with a minimum of 12 months experience in-service, may be required to undertake supervision and starting functions as contained in their relevant position descriptions.

SECTION 3 - WAGES AND RELATED MATTERS

15. Wages and Wage Increases

- 15.1 Subject to this clause, wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 2.38% from the first full pay period commencing on or after 1 January 2015;
 - (ii) 2.5% from the first full pay period commencing on or after 1 January 2016; and
 - (iii) 2.5% from the first full pay period commencing on or after 1 January 2017
- 15.2 The wage increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.
- 15.3 Wages shall be paid fortnightly.
- 15.4 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from employees. This service is provided free of cost to the employee and State Transit agrees to continue to provide this service for the duration of this Award.

16. Rates of Pay for Bus Trainees

- 16.1 Employees who commence employment on a Bus Traineeship shall, following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.

16.2 The classification of Bus Traineeship Level 1 and 2 shall cease to have effect for all Bus Operators Trainees who commence employment on or after 1 January 2012. These employees will commence under the new classification of 'Bus Operator Trainee'.

17. Income Protection

- 17.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.
- 17.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 17.3 Subclause 17.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 17.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 17.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

18. Salary Sacrifice for Superannuation

- 18.1 Notwithstanding the wages prescribed in this Award, an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 18.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

18.4 Where an employee elects to salary sacrifice in terms of sub-clause 18.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.

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

- (i) the Superannuation Act 1916;
- (ii) the State Authorities Superannuation Act 1987;
- (iii) the State Authorities Non-contributory Superannuation Act 1987; or
- (iv) the First State Superannuation Act 1992.

State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 18.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with State Transit to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 18.5, State Transit will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

19. Salary Arrangements for Former Classifications

19.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:

- (i) Customer Service Co-ordinator Level 1 (CSC 1);
- (ii) Conductor;
- (iii) Airport Co-ordinator;
- (iv) Customer Service Liaison (Kiosk);
- (v) Customer Service Liaison (Explorer);
- (vi) Explorer Bus Operator.

19.2 The Employee classifications listed in sub clause 19.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.

19.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.

19.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver and Bus Parker positions.

20. Career Paths

20.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.

- 20.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 20.1 herein are to take the conditions of the relevant Award for the work performed.
- 20.3 State Transit will provide guidance to employees covered by this Award:
- (i) in the preparation of resumes, job applications and the interview process; and
 - (ii) regarding career opportunities and professional development.

21. Acting Out of Classification

- 21.1 An employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 21.2 The conditions applying to the classification in which an employee acts shall be their conditions whilst so acting.
- 21.3 An employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

22. Excess Travelling Time

- 22.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 22.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 22.1 of this clause.
- 22.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

23. Attending for Duty

- 23.1 "Commences Duty" means an employee has attended for duty as instructed, collected their journal and signed on at the Portable Memory Reader (PMR) in accordance with the rostered commencement time.
- 23.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.
- 23.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 23.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 23.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 23.6 A permanent part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not

required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.

- 23.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

24. Attending Court

- 24.1 An employee who has been notified to attend any court, as a witness for, or at the request of the employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (ii) all time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
 - (iii) when the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under 24.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 24.1(i)
 - (iv) where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
 - (v) where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
 - (vi) where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

25. Making Reports

- 25.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 25.2 Fifteen minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 25.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

26. Attending Office

- 26.1 An employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.

- 26.2 The provisions of this clause do not apply to an employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 26.3 Where the employee attends and the distance travelled exceeds the distance from the employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

SECTION 4 - HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

27. Hours of Work

- 27.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 27.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 27.3 Employees on a Six Day Roster:
- 27.3.1 The provisions of this subclause apply to all full-time employees covered under this Award, except those covered under subclause 27.4.
- 27.3.2 Except as provided in 27.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 27.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 27.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.
- 27.4.1 Except as provided in 27.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.
- 27.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 27.5 Length of shift.
- The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.
- 27.6 Length of shift - broken shifts.
- On any broken shift portion the ordinary hours of duty shall be no greater than five.
- 27.7 The maximum spread of hours on any broken shift shall be 12.
- 27.8 Interval between shifts.

No employee shall be called upon to begin a new shift without having been off duty for at least ten consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.

27.9 Hours of work before and after meal break - Straight and Broken shifts.

27.9.1 Straight shifts - where practicable a minimum of three hours shall be performed on either portion before or after meal relief.

27.9.2 Broken shifts - where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

28. Saturday and Sunday Time

28.1 Ordinary time worked on Saturdays shall be paid for at the rate of time and a half.

28.2 Ordinary time worked on Sundays shall be paid for at the rate of double time.

28.3 Notwithstanding anything provided for elsewhere in this Award, the employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

29. Contingent Arrangements for Major Incidents Affecting Services

29.1 Major Incident means an incident causing major disruptions to transport networks requiring multiple agency response including, for example:

- (a) natural disasters;
- (b) bush fire emergencies;
- (c) major rail and road disruption;
- (d) civil disturbances.

29.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

30. Overtime

30.1 Subject to sub-clause 30.2 an employer may require an employee to work reasonable overtime at overtime rates.

30.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (i) any risk to employee health and safety;
- (ii) the employee's personal circumstances including any family responsibilities;
- (iii) the needs of the workplace or enterprise; and
- (iv) any other relevant matter.

30.3 All time worked:

- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
- (ii) time worked in excess of 40 hours in any week when five shifts are worked; or

- (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 30.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

31. Working of Voluntary Overtime

- 31.1 Subject to any statutory or regulatory limits on driving hours and clause 75 (Fatigue Management), a Bus Operator may work voluntary overtime.
- 31.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.
- 31.3 State Transit will establish a record book at each depot, in the Duty Office, for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.
- 31.4 Should additional work be allocated, it is to be allocated to full-time staff in the first instance. If no full-time employee is available, then a part-time employee, and if no part-time employee is available, then casual employees may be allocated the additional duties.

32. Cancellation of Rostered Day Off

- 32.1 Subject to subclause 30.2, the employer may require an employee to work reasonable overtime on a rostered day off.
- 32.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- 32.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 32.4.
- 32.4 When an employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.
- 32.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 32.1 shall not apply.
- 32.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 32.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 32.4 will not apply.

33. Time Off in Lieu of Payment for Overtime and Make Up Time

- 33.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.

- 33.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 33.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 30.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 33.4 The employer shall record time off in lieu arrangements for each time this provision is used.
- 33.5. Make up time.
- 33.5.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.
- 335.2 An employee on shift work may elect, with the consent of their employer, to work make up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

34. Shift Penalties

- 34.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:
- (i) Between a spread of 9.5 and 10.5 hours - time and a half
- (ii) After 10.5 hours - double time.
- 34.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.
- 34.3 For all time on duty between the hours of 5.00 pm and 7.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates. Provided that, subject to the exceptions specified above, any shift which finishes at or after 8.00pm shall be paid 15% more than ordinary rates for the whole of such shift. Calculations shall be made to the nearest quarter of an hour.
- 34.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the employee's home depot, such trip shall not be subject to the penalty rate prescribed in this sub-clause unless the employee is required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.
- 34.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

35. Meal Breaks

- 35.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 35.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 35.3 Meal breaks shall be given where practicable in the order in which employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 35.4 Where the distance from the place of relief for meals to the employee's depot or meal room provided by the employer exceeds 90 metres, the employee's meal break shall be extended to cover the travelling

time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.

- 35.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 35.6 Employees working broken shifts shall not be provided with time for a meal break.
- 35.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 35.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

36. Uniform Allowance

- 36.1 All Bus Operator employees are required to wear the current approved State Transit bus operation uniform at all times whilst on duty.
- 36.2 All new Bus Operators, shall receive an initial issue of bus operation uniform at State Transit cost, as set out in Table 3, Part B, of this Award.
- 36.3 Subsequent to the initial issue, Bus Operators will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit bus operation uniform from approved supplier(s).
- 36.4 Following receipt of the initial new uniform, employees will have the option to receive half of the annual uniform allowance six months from the issue of the new uniform and the second portion of the allowance six months later.

37. Industry Allowance

- 37.1 Employees, other than Casual Employees, covered by this Award, shall be paid an Industry Allowance as set out in Part B, Item 1 of Table 2, of this Award, for compliance with the Disputes Settlement Procedure at clause 85 of this Award.
- 37.2 In accordance with the terms of the 1981 unregistered industrial agreement between the then Urban Transit Authority (a predecessor corporation to the Employer), the then Australian Tramways, Motor Omnibus Association (now the RTBU) and the then NSW Labour Council (now Unions NSW), the Employer reserves the right to review the payment of the Industry Allowance where the Disputes Settlement Procedure is not adhered to.
- 37.3 Permanent and temporary part-time employees covered by this Award, shall be paid the Industry Allowance on a pro rata basis, based on the proportion of full-time hours worked.
- 37.4 The Industry Allowance is paid for all purposes.

38. Articulated Bus Allowance

- 38.1 An employee who operates an articulated bus, shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Award.
- 38.2 An employee who operates an articulated bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Award, for the period of the paid leave.

SECTION 6 - ROSTERS AND RELATED MATTERS**39. Service Reliability**

- 39.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with Transport for New South Wales. Management and the local RTBU Delegate will continue to monitor early and late running time.
- 39.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 39.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 39.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 39.2 and 39.3 herein.
- 39.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 39.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

40. Standing Time for Sydney

- 40.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.
- 40.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.
- 40.3 Non-Critical Peak Periods.
- 40.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 40.3.2 Non-critical peak periods are all times outside the intent of clause 40.4 and Saturdays and Sundays.
- 40.4 Critical Peak Period Times - Monday To Friday.
- 40.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 40.5 Late Running.
- 40.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 39.2 and 39.3 of this Award.

40.5.2 To ensure this Award does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.

40.6 Unaffected Routes.

40.6.1 The parties have documented bus routes operating along trunk/strategic routes and times that are to be excluded from the above criteria.

41. Rosters

41.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.

41.2 The parties agree to the abolition of the Bus Operators roster known as the Holiday Relief or "scrap heap". In its place additional relief lines will be allocated according to the shift type (AM, broken, Day, Middy and PM rosters) as well as a Daily Allocation Roster (DAR).

(i) In an effort to allocate staff on these relief lines, work of a similar kind, the annual leave allocation for Bus Operators will be as far as practicable and subject to operational requirements, be based and allocated on the above mentioned shift types.

(ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.

(iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.

41.3 Employees shall be rostered off on two clear days in each rostered week.

41.4 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.

41.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.

41.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 41.9 and 41.19.

41.7 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.

41.8 For the purposes of subclause 41.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.

41.9 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 28 days in advance of the introduction of the adjustments.

41.10 Where, because of an emergency, the employer cannot post the duty roster within the required 28 days it shall notify the employees and the Union.

41.11 This clause shall not apply to school specials or charter hiring.

41.12 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an

employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, they may be advised of any alteration of their work on the first of their days off.

- 41.13 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 41.14 No employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or Public Holiday for the provision of services for sporting events.
- 41.15 In the event of an employee applying for leave on a Public Holiday and such leave is granted, the employee shall not be required to work on that Public Holiday.
- 41.16 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.
- 41.17 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage employees to commence late with advice rather than not attending for duty.
- 41.18 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 41.19 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

42. Daily Maintenance of Rosters

- 42.1 All timetabled work is to be rostered: all known work associated with passenger timetables, including the driving portions of exclusive shifts, is to be rostered. Where work is not associated with passenger timetables the coverage of such shifts/work will be at the discretion of local management except for the following:
- 42.1.1 Union and Institute Secretary Shift:
- (a) bus driving portion of shift is to be covered.
 - (b) Where it is known in advance the union/institute shift will be vacant, the total shift is to be covered. Where it is not known in advance, the union, institute and part shed (non parking) portions on the first day may not be covered with subsequent days to be covered.
- 42.1.2 Yard Supervisors: all full shifts are to be covered.

43. Roster Committees

- 43.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 43.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the RTBU will occur as soon as information is presented.

- 43.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 43.4 Before week one, as defined in 44.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
 - (b) too much operating time allocated;
 - (c) too many or too few buses to meet the patronage demand; or
 - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 43.5 Following the process outlined in 43.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 43.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

44. Roster Changes

- 44.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 44.2 Subject to Clause 17 (Income Protection), it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 44.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 44.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
 - (ii) in week 2 - Scheduler is to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
 - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 44.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

45. Training Rosters

- 45.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimising the variance in daily hours of work.
- 45.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognised by the Parties that it may not be practicable to construct stand alone

Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.

- 45.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the O/MBSCs.
- 45.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 45.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on a line of work outside the Training Roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

46. New Year's Eve Rostering Arrangements

- 46.1 Due to New Year's Eve celebrations, State Transit increases the number of staff required to work through the night and early hours of New Year's Day. The Parties agree to working driving shifts up to twelve hours on a volunteer basis. All shifts that sign on, on New Year's Eve and sign off after 2.30 am on New Year's day will have paid meal breaks (cribs). All shifts that commence duty on New Year's Eve and work into New Year's Day will be paid at double time for the New Year's day portion of the shift, unless the Government of the time enters into a separate agreement for New Year's Eve.

47. Exclusive Shifts

- 47.1 It is agreed that the following Exclusive shifts will continue for the duration of this Award in accordance with Part B, Table 6 of this Award:
- (i) Union shift;
 - (ii) Institute shift;
 - (iii) Yard Supervisor shift;
 - (iv) Sign On shift, some depots only (while the current incumbent remains);
 - (v) Welfare Shift, Burwood Depot (while the current incumbent remains) 4h 30m;
 - (vi) Senior Bus Operator Yard Shift;
 - (vii) Gym Attendant Shift (Waverley only).
- 47.2 Where an Exclusive Shift has been created to accommodate an individual or class of Employees whose position has been abolished, the Exclusive Shift shall cease to operate when the affected Employee/s cease to be employed by the Employer or the Employee transfers or moves to another position.

48. Route Networking

- 48.1 The Parties agree to work together on the development and implementation of "through routing" on services and cross regional services where appropriate. Changes are to be based on total network basis rather than depot focused.

49. Regionally Optimised Timetabling

- 49.1 In line with the contracts worked under the O/MBSC system, timetables associated with route networks will be optimised to realise maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).
- 49.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.
- 49.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause 48 (Route Networking).

50. Special Hirings

- 50.1 Rosters may be varied to provide for special hirings by agreement between the majority of employees and employer. If the employee/s is/are a member of the union, the union shall be informed of the intention to use this provision and shall be given a reasonable opportunity to negotiate with the employer.

51. Charter Work

- 51.1 The maximum shift portions on Charter Work are to be of five hours duration, with extended standing time to be a paid break, and treated for all purposes as crib time. Such crib time is to be of 30 minutes duration.
- 51.2 Timetabled peak work may be included in shifts. Where the total timetabled roadwork is to be in excess of eight and a half hours in a given shift, the circumstances are to be discussed with RTBU.
- 51.3 Wherever possible, an unpaid meal break will be provided. However, where a continuous charter involves a full shift, 30-minute crib time is to apply.
- 51.4 Penalty rates to be as provided in this Award.

52. Sign on and Sign Off Times

- 52.1 Meal break times and signing on and off allowances listed in Part B, Table 4 of this Award shall apply to Sydney. The allowances listed in Part B, Table 4, apply to all shifts unless otherwise shown.
- 52.2 Meal break times and signing on and off allowance listed in Part B, Table 5 of this Award shall apply to Newcastle. The allowances listed in Part B, Table 5 apply to all shifts unless otherwise shown.

53. Running and Standing Times in Newcastle

- 53.1 Bus operators shall be entitled to a standing time between trips calculated as 12.5% of the previous service trip's timetabled running time. Service trip is defined as a passenger carrying, revenue earning trip. The 12.5% standing time is in addition to the three minutes allocated for terminus duties.
- 53.2 Standing time is not granted for a service trip preceding a meal break or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 53.3 Standing time is not granted for time spent running special. An allowance of three minutes prior to running special and two minutes after running special and before commencing next trip will be allocated in accordance with current procedures. Where an operator runs special back to a depot, an allocation of only two minutes will be provided.
- 53.4 Where standing time is earned following a service trip to a terminus and a special running trip to another terminus is timetabled prior to commencement of a further service trip, such standing time may be taken at either terminus at the discretion of the operator.

- 53.5 For round trips, the standing time for forward trips is accrued and taken at the completion of return trip. Such standing time accrued in this manner cannot be forfeited should an operator go to a meal or sign off. A round trip is defined as a trip that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.
- 53.6 It may be expedient to transfer standing time earned at a terminus to a subsequent terminus. This will be limited to 5% of the previous trip's timetabled running time. Such a transfer may be accrued with other standing time but cannot be forfeited should an operator go to a meal or sign off.
- 53.7 No operator will be expected to drive in service for a period exceeding 100 minutes without receiving standing time as determined in sub-clause 53.1. Should timetabled service running exceed 100 minutes, standing time will be calculated on the entire work period since the last break, meal or sign on.
- 53.8 Terminus duty time of three minutes will be provided upon arrival at city terminus prior to commencement of a meal break.
- 53.9 The following procedures will apply in regard to normal school services:
- 53.9.1 In the case of runs which conduct more than one school trip, such trips may be combined into one significant trip for the purpose of calculating standing time. The standing time allocated at the end of the last school trip will be the sum of the standing time earned for each individual school trip.
- 53.9.2 Standing time accrued prior to the last school trip cannot be forfeited should an operator go to a meal or sign off.
- 53.9.3 Where school trips are preceded by a service trip, standing time will be provided after the service trip, before running special to commence the first school trip.
- 53.9.4 In instances where a bus cost could be averted by accruing this standing time, such accrued time would then be taken as soon as practicable. However, no accrued standing time shall be forfeited should an operator go to a meal or sign off.
- 53.9.5 The requirement to change all destination rolls between each school trip and special running between school trips is rescinded. Instead, at the terminus prior to running special to commence the first school trip:
- (i) the near number shall be placed on "000"; and
 - (ii) destination rollers (front and side) shall be turned to school on top roller and special on bottom and left rollers until all school trips are completed. The first school route number should then be displayed.
- 53.9.6 After each school trip:
- (i) an allocation of two minutes will be provided between school trips for the operator to undertake an inspection for lost property and damage, change the route number front and side, and to attend to the AFC machine; and
 - (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 53.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.

53.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost, then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.

53.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.

53.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

54. Annual Leave

54.1 Annual leave shall be as provided under the New South Wales Annual Holidays Act 1944 (NSW).

54.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.

54.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:

- (i) in the case of retirement, resignation or dismissal - to the employee;
- (ii) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.

54.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.

54.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

54.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

55. Long Service Leave

55.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the Transport Administration Act 1988 (NSW).

55.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).

55.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.

55.4 The calculation of the days will be on a Monday to Friday basis.

56. Personal/Carer's Leave Entitlement

56.1 An employee accrues the following amount of paid personal/carers' leave:

- (a) during an employee's first five years of service - 10 working days per year;

- (b) during an employee's sixth and seventh years of service - 12 working days per year; and
 - (c) for an employee's further years of service - 17 working days per year.
- 56.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 56.3 Immediate family or household: the entitlement to use bereavement/ compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- 56.3.1 a spouse of the employee; or
 - 56.3.2 a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
 - 56.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an exnuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
 - 56.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:-
 - a. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - b. affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - c. "household" means a family group living in the same domestic dwelling.
- 56.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

57. Personal Sick Leave

- 57.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.
- 57.2 An employee accrues the following amount of paid leave for absence due to personal illness or injury:
- (a) during an employee's first five years of service - 8 working days per year;
 - (b) during an employee's sixth and seventh years of service - 10 working days per year; and
 - (c) during an employee's further years of service - 15 working days per year.
- 57.3 Leave taken by an employee under sub-clause 57.2 is deducted from the amount of personal/carer's leave under sub-clause 56.1
- 57.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:
- (i) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or

(ii) the current year's personal/carer's leave entitlement.

57.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:

- (a) 8 working days per year for up to five years' service;
- (b) 10 working days per year from five to seven years service; and
- (c) 15 working days per year for over seven years service.

58. Personal Carers' Leave

58.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

58.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.

58.3 The employee must, if required by the employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's leave in excess of five days per annum, unless otherwise approved by the employee's manager.

58.4 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

58.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

58.6 Each day or part day of carer's leave taken in accordance with sub-clause 58.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 57.1 up to a maximum of ten days per annum.

58.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken ten days carer's leave in the current year.

58.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

59. Bereavement/Compassionate Leave

59.1 An employee is entitled to up to two days paid leave, on each occasion if a member of the employee's immediate family or household dies.

59.2 Each day or part of a day used under 59.1 is deducted from the amount of personal/carer's leave under sub-clause 56.1.

59.3 An employee is entitled to use accumulated sick leave as paid bereavement/ compassionate leave up to two days on each occasion when a member of the employee's immediate family or household dies and

the employee has already used the current year's personal/carer's leave entitlement under sub-clause 56.1.

59.4 An employee is entitled to use unpaid leave up to two days on each occasion when a member of the employee's immediate family or household dies if, the employee has already used the current year's personal/carer's entitlement under sub-clause 56.1 and no accumulated sick leave is available.

59.5 Proof of death must be provided to the satisfaction of the employer, if requested.

60. Purchased Leave for Personal or Family Needs

60.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.

60.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.

60.3 All leave entitlements which accrue during an employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.

60.4 Employees are required to re-apply annually if they wish to participate in the scheme.

60.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.

60.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.

60.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.

60.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.

60.9 The definition of a week is Monday to Friday.

60.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.

60.11 Employees will retain home and duty passes and other privilege passes.

61. Paid Maternity Leave

61.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.

61.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.

61.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.

61.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:

- (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.
- 61.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis while on maternity leave or;
 - (ii) as half pay on a fortnightly basis while on maternity leave or;
 - (iii) in any combination of the above options
- 61.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 61.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 61.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 61.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 61.10 An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.
- 61.11 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 61.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

62. Parental Leave

- 62.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 62.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 62.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 62.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 62.5 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 62.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.

- 62.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 62.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

63. Adoption Leave

- 63.1 Permanent employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 63.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of adoption leave or;
 - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 63.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis whilst on adoption leave or;
 - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 63.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 63.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 63.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 63.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 63.8 An employee, with the agreement of the employer, shall be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child.
- 63.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 63.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

64. Domestic Violence Leave

- 64.1 Employees shall be entitled to Domestic Violence Leave in accordance to the Employer's Domestic Violence Leave policy.

- 64.2 Leave entitlements provided for in subclauses 57.2 (Personal Sick Leave) and 58.1 (Personal Carer's Leave) and Clause 54 (Annual Leave), may be used by employees experiencing domestic violence.
- 64.3 Where the leave entitlements referred to in sub clause 64.2 above are exhausted, the employer may grant Special Leave up to five (5) days.
- 64.4 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 64.5 Personal information concerning domestic violence will be kept confidential by the Employer.
- 64.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location."

65. Career Break

- 65.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 65.2 The terms and conditions under which an employee may take a career break are as follows:
- (i). The minimum period for a career break is six months. The maximum period for a career break is 12 months.
 - (ii). An employee must provide three months notice of a request to take a career break.
 - (iii). An employee who takes a career break must utilise any accrued annual leave as part of this break.
 - (iv). Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
 - (v). At the commencement of the career break, employees must return their staff travel pass.
 - (vi). At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
 - (vii) Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.

(viii). Applications for career breaks will be approved at State Transit's discretion.

66. Public Holidays

- 66.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:
- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
 - (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 66.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Reference Manual and clauses 67 to 69 regarding rates of pay.

67. Work on a Public Holiday

- 67.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.
- 67.2 In addition to the penalty rate prescribed in 67.1 above, an employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.
- 67.3 A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours.
- 67.4 To avoid doubt, the Additional Payment referred to in 67.2 above, will be paid out when the Public Holiday falls.

68. Concessional Day (Substitute Bank Holiday)

- 68.1 Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday, to be observed on New Year's Eve, provided that:
- (i) where New Year's Eve falls on a Sunday, the Concessional Day shall be moved to the Friday immediately preceding New Year's Eve; and
 - (ii) an Employee required to work on the Concessional Day shall be paid a maximum of double time for ordinary hours worked, and shall not accrue a day off in lieu of the Concessional day worked or be entitled to an additional payment of 7.6 hours ordinary pay.

69. Picnic Day

- 69.1 It is agreed that the Union will nominate a Sunday in each calendar year for the purpose of the Picnic Day. All Employees covered under this Award, other than Casual Employees, shall be entitled to the Picnic Day entitlement.
- 69.2 Employees rostered off on the Picnic Day shall be paid 7.6 hours pay at ordinary time rates.
- 69.3 An employee rostered to work on the Picnic Day shall be paid an additional 7.6 hours ordinary time pay.

70. Jury Service Leave**70.1 Entitlement**

- 70.1.1 Employees covered under this Award who are called for Jury Service are eligible to receive Special Leave for the time they are at court. Employees receive a jury fee from the court and the Employer will "make up" the difference between the court fee and the Employee's ordinary rate of pay. Ordinary rate of pay excludes overtime and penalties.
- 70.1.2 Special Leave will not be granted when the Jury Service falls on days when an Employee is on leave. When Employees attend Jury Service under such circumstances, they can retain the court fees.
- 70.1.3 If the Jury Service falls on a day on which a shiftwork employee would not ordinarily be rostered for duty, the Employee will be provided with the opportunity to request a change to their rostered shift, to enable them to receive payment for their service on the jury, and allow them to retain their days off for recreation purposes.

70.2 Requirements for Payment

70.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and, are therefore eligible to receive the court fee.

70.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.

70.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.

70.2.4 After taking leave to attend jury service, Employees must submit a certificate of attendance, detailing the days attended and the court fee received.

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

71. Workplace Health and Safety Training

71.1 State Transit will determine the standards and requirements of training for employees, in consultation with the RTBU. Every employee will have the opportunity to attend a minimum of two hours paid awareness WHS training each calendar year.

72. Alcohol and Other Drugs

72.1 The Parties recognise the legislative obligations on State Transit to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of the legislation relating to random drug and alcohol testing and the internal programs that are in place.

73. Certificate III in Driving Operations (Bus)

73.1 State Transit is committed to offer the Certificate III in Driving Operations (Bus) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Communities. However, in the event that State and/or Commonwealth Government funding for the traineeship is withdrawn or reduced, consideration will be given to reviewing State Transit's commitment to the program.

73.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.

73.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.

73.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.

73.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

74. Driver Skills Maintenance Program

74.1 The bus Driving Skills Maintenance Program will continue for the term of this Award. Bus Operators may be required to attend a Bus Driving Skills Maintenance Program.

74.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to State Transit's and relevant legislative standards for driving and operating buses.

- 74.3 Vigil Systems technology may be utilised to assist in the skills maintenance program. Vigil Systems technology may be utilised throughout periods when a bus is in service.
- 74.4 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be, but not limited to provide:
- (i) updates on Australian Road Rules and other information relating to driving and operating buses; and
 - (ii) practical refresher skills in operating buses including personal safety strategies.
- 74.5 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 74.6 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the RTBU.

75. Fatigue Management

- 75.1 Fatigue management principles apply to all employees covered by this Award.
- 75.2 No employee will be permitted to work more than 12 hours in any 24-hour period.
- 75.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.
- 75.4 No employee will work more than 24 days in a 28-day period.
- 75.5 No employee will work more than 12 days straight.
- 75.6 A 24-hour period commences from the time of the first sign on.
- 75.7 No employee will work or be required to work more than five hours straight without a break.

SECTION 9 - GENERAL

76. Continuity of Service (on Transfer of Business)

- 76.1 This clause applies for the purpose of determining a transferred employee's entitlements as an employee of the new employer under an Industrial Instrument or the Industrial Relations legislation.
- 76.2 For the purpose of determining those entitlements:
- (i) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
 - (ii) a period of service with the former employer (including service before the commencement of this Award) is taken to be a period of service with the new employer.

77. Abandonment of Service

- 77.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of State Transit, that their absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 77.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:

- (i) the Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee, to contact the Employer within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
- (ii) where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence;
- (iii) where the Employee fails to acknowledge the First Letter, or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.

77.3 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.

77.4 For the purpose of this clause, service of the First Letter and/or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

78. Quality Certification

78.1 The Parties agree to work together to maintain quality certification.

79. Absence Management Procedures

79.1 Commitment to Reduction in Sick Leave Levels.

79.1.1 The Parties to this Award are committed to ensuring State Transit, as a business remains, competitive and is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.

79.1.2 To ensure that sick leave levels are reduced to an average of nine days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

79.1.3 It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its Officers will work co-operatively with State Transit and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

79.2 Review Mechanisms.

79.2.1 State Transit and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

79.2.2 State Transit and the RTBU will undertake a full review of the success of the procedures throughout the life of this Award..

79.2.3 If the Target has not been achieved, State Transit and the RTBU will work together to identify any additional measures which may be necessary to achieve the Target, and the Award will be varied to accommodate any additional measures to achieve the Target.

79.2.4 If following review, the Target has not been achieved, State Transit and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

79.3 Medical Examination, the Role of the State Transit Health Services Officers and Employee Obligations.

79.3.1 An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a State Transit Health Services Officer (HSO), on the first or any subsequent day of the unplanned absence. The HSO will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

79.3.2 If the employee cannot be contacted by the HSO, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved and disciplinary action may be commenced against the employee for unauthorised absence.

79.3.3 If directed by State Transit, an employee must attend an examination by a State Transit Nominated Doctor (State Transit Doctor) located within a reasonable travelling distance from the employee's home, at any time. A State Transit Doctor may include a specialist. This may occur where:

- (i) an employee has an unplanned absence arising from a personal illness or injury;
- (ii) the employee has been placed on an absence management program; and/or
- (iii) there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.

79.3.4 Where an employee is required to attend a State Transit Doctor for medical examination, the State Transit Doctor will determine whether or not the employee is fit for their normal duties.

79.3.5 Where a State Transit Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable and the employee may be directed by State Transit to attend for work.

79.3.6 Where an employee who has been directed to attend for work following examination by a State Transit Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;
- (ii) be considered to be on unapproved leave until any relevant medical reports have been considered; and
- (iii) may be subject to disciplinary action.

79.4 Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs.

79.4.1 An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMPs, there is absolutely no intention by State Transit to place undue pressure on any employee in genuine need of sick leave.

79.4.2 Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- (i) failure to comply with any aspect of State Transit's sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (ii) failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.

79.4.3 The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;
- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

79.4.4 State Transit's Sick Leave Policy and Procedure may be varied to give effect to the provisions of this clause.

79.5 Absence Management Program Step 1 - Preliminary Discussion.

79.5.1 The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.

79.5.2 If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

79.6 Absence Management Program Step 2 - Placement on a Program.

Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- (i) all unplanned absences due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (ii) regular review meetings between the manager and employee as required;
- (iii) any unplanned absence will require approval and, until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (iv) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (v) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

79.7 Step 3

Where an employee's attendance pattern remains unacceptable, following implementation of Steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

79.8 Continuous Review.

79.8.1 An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program at any time, following demonstrated improvement in their attendance pattern.

79.8.2 Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

80. Patterns of Work and Productivity

80.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.

80.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

81. New Technology

81.1 The Parties to this Award will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.

81.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

82. Smart Card/Integrated Ticketing

82.1 State Transit, through Transport NSW's Integrated Ticketing Project, will be replacing the current magnetic ticketing system and related equipment, with a smart card based ticketing technology on to its bus fleet. The change may also involve changes to the way passengers board and alight, include an automatic vehicle location system. The Parties agree to work co-operatively to implement the integrated ticketing project.

83. Centre and Rear Door Loading for Cashless Services

83.1 State Transit is committed to minimizing cash sales on buses through pre pay services and, in the future, through integrated ticketing.

83.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.

83.3 Prior to implementation of this initiative, State Transit will consult with the Union and employees to ensure safe working of passenger loading.

84. Termination of Employment

84.1 Where termination is initiated by the Employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

84.1.1 The Periods of Notice prescribed above, will be increased by one week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least two years of continuous service with the employer.

84.2 Instead of notice, the employer may give the employee compensation, which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

84.2.1 This total must be worked out on the basis of:

- (i) the employee's ordinary hours of work (even if they are not standard hours); and
- (ii) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.

84.3 Notwithstanding the notice provisions prescribed in 84.1 to 84.2 above, the Employer is not obliged to provide any notice of termination in circumstances where the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

84.4 Employees to return all State Transit property.

Any Employee covered under this Award whose employment with the Employer ceases, whether at the initiative of the Employer or the Employee, must return all property belonging to the Employer, on the Employee's last day of service.

SECTION 10 - INDUSTRIAL RELATIONS

85. Disputes Settlement Procedure

85.1 When the Parties to this Award are in dispute with either the Union or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.

85.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

85.3 If the grievance cannot be resolved as provided for in 85.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.

85.4 If the dispute is not resolved as provided for in 85.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.

85.5 Nothing in 85.3 or 85.4 prevents the appropriate Manager or General Manager agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial

Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Senior Workplace Relations Consultant, in conjunction with the employee involved, or a union delegate or union official.

- 85.6 If, following action under 85.2, 85.3, 85.4 or 85.5 a dispute remains unresolved, the employee, a Union Delegate, or the Senior Workplace Relations Consultant may refer the matter for resolution to the General Manager, People and Bus Systems (or, at the discretion of the General Manager, People and Bus Systems, or the Chief Executive) and an official nominated by the union.
- 85.7 If, following action under 85.2 to 85.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions New South Wales (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.
- 85.8 If a dispute referred to Unions NSW under 85.7 remains unresolved, following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and, if necessary, arbitration.
- 85.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five working days to complete; and that in the case of each step, attempts should be made to hold discussions within two working days of commencing the step.
- 85.10 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 85.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant Industrial Tribunal for urgent resolution.
- 85.12 Subject to subclause 85.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 85.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.
- 85.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.
- 85.15 A dispute relating to clause 15 shall be determined pursuant to cl. 6(1)(b)(i) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2041 and any applicable law.

86. Contestability

- 86.1 The Parties agree that, in accordance with the New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

87. Union Training Leave

- 87.1 A maximum of 100 days in total will be provided for employees to participate in authorised training associated with union and employee activities.

88. Stand Down

88.1 The Employer may deduct payment for any day or shift that an employee cannot be usefully employed because of any strike, or through any stoppage of work, by any cause for which the Employer cannot reasonably be held responsible, or because of the failure of the Employee to perform any work allotted to, or available for, the Employee during such period of strike or stoppage of work.

PART B**Table 1 - Indicative Wage Rates**

(subject to conditions outlined in clause 15 Wages and Wage Increases)

CLASSIFICATION	WEEKLY RATE (\$)		
	Effective from the first full pay period commencing after 01/01/2015 (2.38% increase)	Effective from the first full pay period commencing after 01/01/2016 (2.5% increase)	Effective from the first full pay period commencing after 01/01/2017 (2.5% increase)
Bus Operator, Trainee	895.30	917.70	940.60
Bus Operator level 1	929.20	952.40	976.20
Bus Operator level 2	966.30	990.50	1015.30
Senior Bus Operator	984.90	1009.50	1034.70
Yard Supervisor	1066.00	1092.70	1120.00
Senior Bus Operator - Yard (SBOY)	1013.40	1038.70	1064.70
Bus Operator Trainer 1	1066.00	1092.70	1120.00
Bus Operator Trainer 2	1147.60	1176.30	1205.70
Bus Operator Trainer 3	1256.60	1288.00	1320.20
Bus Cleaner level 1	805.20	825.30	845.90
Bus Cleaner level 2	855.50	876.90	898.80
Bus Cleaner level 3	880.20	902.20	924.80
Bus Cleaner level 4	930.40	953.70	977.50
Bus Traineeship level 1 (applicable only for Trainees who commence before 1 January 2012)	895.30	917.70	940.60
Bus Traineeship level 2 (applicable only for Trainees who commence before 1 January 2012).	966.30	990.50	1015.30
Shed Driver	1013.40	1038.70	1064.70
Customer Service Coordinator level 1	1095.70	1123.10	1151.20
Airport Coordinator	1064.10	1090.70	1118.00
Customer Service Liaison (Kiosk)	1064.10	1090.70	1118.00
Customer Service Liaison (Explorer)	1064.10	1090.70	1118.00
Conductor T/A Sign on Clerk	800.10	820.10	840.60

* Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	2.38% increase Effective from the first full pay period commencing after 01/01/2015 \$	2.5% increase Effective from the first full pay period commencing after 01/01/2016 \$	2.5% increase Effective from the first full pay period commencing after 01/01/2017 \$
Item 1	Industry Allowance	46.50	47.70	48.90
Item 2	Articulated Bus Allowance	19.80	20.30	20.80

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

Shirts (long or short sleeve)	7
Trousers/Skirt/Slacks/Shorts	3
Sunglasses	1
Hat	1
Belt	1
Socks	5 pairs
Footwear	1 pair
Rain set	1 set
Jumpers/Jackets	2
AND 1 x Additional item which must be either: Shorts, Or Extra Shirt	

Table 4 - Sydney Meal Break, Sign On and Sign Off Allowances

(a)	First sign on bus ex. shed First sign on pick up bus at relief point First sign on staff bus/car ex. shed	ten minutes eight minutes nine minutes
(b)	Broken shifts First sign off bus to shed First sign off relieved at relief point First sign off staff bus/car to shed	five minutes five minutes five minutes
(c)	Broken shifts Second sign on ex. shed Second sign on pick up bus at relief point Second sign on staff bus/car ex. shed	five minutes five minutes five minutes
(d)	Final sign off bus to shed Final sign off relieved at relief point Final sign off staff bus to shed	ten minutes eight minutes nine minutes
(e)	Allowances at meal breaks or within shift portions Bus ex. Shed Bus to shed Staff bus ex. shed Staff bus to shed Relieved at relief point (walk/travel) Pick up at relief point (walk/travel)	five minutes five minutes one minute one minute zero minutes zero minutes

Walking time at each location, as agreed between the Parties to be added to (a)-(e) where a relief point is mentioned.

Table 5 - Newcastle Meal Break, Sign On and Sign Off Allowances

(a)	First sign on bus ex. shed First sign on pick up bus at relief point First sign on staff bus/car ex. shed	ten minutes three minutes ten minutes
(b)	Broken shifts First sign off bus to shed First sign off relieved at relief point First sign off staff bus/car to shed	ten minutes five minutes ten minutes
(c)	Broken shifts Second sign on bus ex. shed Second sign on pick up bus at relief point Second sign on staff bus/car ex. shed	seven minutes two minutes seven minutes
(d)	Final sign off bus to shed Final sign off relieved at relief point Final sign off staff bus to shed	thirteen minutes ten minutes thirteen minutes
(e)	Allowances at meal breaks or within shift portions Bus ex. Shed Bus to shed Staff bus ex. shed Staff bus to shed Relieved at relief point (walk/travel to meal break) Pick up at relief point (walk/travel within shift portion) Pick up at relief point (walk/travel)	five minutes eight minutes five minute eight minute four minutes zero minutes zero minutes

Walking time at each location, as agreed between the Parties to be added to (a)-(e) where at relief point is nominated.

TABLE 6 - EXCLUSIVE SHIFT TIMES

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours	Hours	Hours
Belmont	3h 25m	2h 15m	
Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Hamilton	3h 35m	2h 15m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	
Tempe	2h 30m	2h 15m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

P. M. KITE , *Acting Justice*

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS' ENTERPRISE (STATE) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 925 of 2014)

Before Commissioner Newall

7 January 2015

AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1. This Award may be cited as the "State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015" ("the Award").

2. Arrangement

- 2.1. This Award is arranged as follows:

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
------------	----------------

- | | |
|----|--|
| 1. | Title |
| 2. | Arrangement |
| 3. | Facilitative Provisions |
| 4. | Definitions |
| 5. | Parties Bound |
| 6. | Relationship to Industrial Instruments |
| 7. | No Extra Claims |
| 8. | Area, Incidence and Duration |
| 9. | Anti-Discrimination |

SECTION 1.B - WAGES, ALLOWANCES AND RELATED MATTERS

- | | |
|-----|-------------------------------------|
| 10. | Wage Increases |
| 11. | Industry Allowance |
| 12. | Payment Of Wages |
| 13. | Salary Sacrifice For Superannuation |
| 14. | Expenses |
| 15. | Meal Allowance |
| 16. | Travelling Allowance |
| 17. | Relocation Allowance |

18. Uniform Allowance

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications And Consultation
20. Dispute Settlement Procedures
21. Rights Of Union Delegates

SECTION 1D - EMPLOYMENT RELATIONSHIP

22. Types of Employment
23. Temporary Appointments
24. Managing Excess Employees
25. Managing Sick Leave Related Absences
26. Commitment to Business Reforms
27. E - Recruitment
28. Use of Eligibility Lists
29. Online Employee Self Service
30. Employee Discipline
31. Abandonment of Employment

SECTION 1E - LEAVE

32. Personal Leave
33. Annual Leave
34. Domestic Violence Leave
35. Long Service Leave
36. Flexible Use Of Long Service Leave
37. Parental Leave
38. Purchased Leave for Personal or Family Reasons
39. Picnic Day
40. Public Holidays
41. Concessional Day
42. Capping Of Additional Days Off (ADOs)

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS

43. Make Up Time
44. Job Sharing
45. Career Break
46. Working From Home

SECTION 1G - GENERAL

47. Higher Duties For Senior & Salaried Officers
48. Employee Travel Passes
49. OHS Training
50. Drug And Alcohol Testing
51. Childcare
52. Quality Certification
53. Restructure of the Maintenance Division
54. Contestability
55. Introduction Of New Technology
56. Job Evaluation Review Process

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

57. Hours of Duty For Salaried Officers
58. Minimum Payments
59. Spread Of Hours
60. Overtime
61. Time Off In Lieu Of Payment For Overtime
62. Sunday Time
63. Saturday Time
64. Shift Work Allowance
65. Time Off Between Shifts
66. Rostered Day Off
67. Excess Travelling Time
68. Change Of Usual Workplace
69. Increment Increases
70. Termination Of Employment
71. Salary Rates
72. Classification Structure

PART 2A - ADMINISTRATIVE STREAM

73. Direct Appointment
74. Filling Of Authorised Positions
75. Traineeships

PART 2B - MAINTENANCE STREAM

76. Filling Of Authorised Positions
77. Flexibility
78. Master Roster Changes

PART 2C - OPERATIONAL SUPPORT STREAM

79. Revenue Rooms
80. Pass Issue
81. Check Validity of Licences/Accreditation And Bus Operator Presentation
82. Cleaning And Maintaining Street Furniture, Ticket Readers And Driver Consoles
83. Performance Assessment Of Bus Operators
84. Minor Bus Repairs
85. Bus Operations
86. Handover Period
87. Revenue Protection Unit
88. Fatigue Management
89. Duty Officer (Night) Relief
90. Newcastle Revenue Protection Function
91. Transport Operations Centre Qualification Training
92. Operational Support Review
93. Duty Officers and Corridor Supervisors Roster Principles (Sydney & Newcastle)
94. Sydney Radio Room Roster Principles
95. Revenue Protection Unit Roster Principles

PART 3 - SENIOR OFFICER STREAM

96. Hours Of Work for Senior Officers
97. Span Of Hours
98. Overtime & Recall To Duty Provisions For Senior Officers
99. Transfers Within The Division

- 100. Performance Agreement Programs
- 101. Increment Increases
- 102. Filling of Authorised Positions
- 103. Salary Movement Linked To Promotion & Acting In Higher Grade

Schedule A - Senior Officers' Pay rates
 Schedule B - Salaried Officers' Pay rates
 Schedule C - Allowances

3. Facilitative Provisions

- 3.1. This Award contains facilitative provisions which allow agreement(s) to be reached between the employer and employees on how specific Award provisions are to apply at the workplace level.
- 3.2. Facilitative provisions are not to be used as a device to avoid award obligations nor should the provisions result in unfairness to an employee or employees covered by this Award. The facilitative provisions are identified below:

Clause No.	Subject Matter
97	Span of Hours (Senior Officers)
98	Time Off in Lieu of Overtime (Senior Officers)
57	Hour of Duty (Salaried Officers)
58	Overtime (Salaried Officers)
61	Time Off Between Shifts (Salaried Officers)
43	Make Up Time

4. Definitions

In this Award:

- 4.1. "ADO" means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2. "IRC" means the New South Wales Industrial Relations Commission.
- 4.3. "Authorised Position" means a permanent full-time or part-time position approved by the employer as such.
- 4.4. "Casual Employment" has the meaning given that term by virtue of sub-clause 22.10 of this Award.
- 4.5. "Continuous Service" means continuous employment with the employer under a contract of service excluding any period of:
 - (a) unauthorised leave without pay;
 - (b) unpaid sick leave which exceeds three months;
 - (c) suspension without pay imposed pursuant to the provisions of the *Transport Administration (Staff) Regulation 2012* (NSW); and
 - (d) authorised leave without pay, of any type, which exceeds three months.
- 4.6. "Disciplinary Proceedings" means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.

- 4.7. "Employee" means, where that term appears in
- (a) PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer
 - (b) PART 2 of this Award: to all Salaried Officers only;
PART 2A of this Award, to all Salaried Officers who are Administrative Officers only;
PART 2B of this Award: all Salaried Officers employed within the Maintenance areas of the Division only;
PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
 - (c) PART 3 of this Award: to all Senior Officers only.
- 4.8. "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
- 4.9. "Division" means the STA group.
- 4.10. "Long Service Leave" means Extended Leave granted to eligible officers of the employer in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 4.11. "NSW Act" means the *Industrial Relations Act 1996* (NSW) or succeeding Act.
- 4.12. "Officer" means a Salaried or Senior Officer employed as a member of the Transport Service in the STA Group on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13. Parties means the Secretary of the Department of Transport as head of the Transport Service, the Australian Services Union, the Rail, Tram and Bus Industry Union (Salaried and Senior Officer Division) and the Association of Professional Engineers, Scientists and Managers, Australia, NSW (known as Professionals Australia)..
- 4.14. "Part-Time Employment" has the meaning given that term by virtue of sub-clause 22.3 of this Award.
- 4.15. "Personal Leave" has the meaning given that term by clause 32 of this Award and includes personal sick leave, carers' leave and compassionate/bereavement leave.
- 4.16. "Purchased Leave" means a form of additional paid leave whereby an employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.
- 4.17. "Picnic Day" means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.18. "Public Holiday" means:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;

- (f) Anzac Day;
 - (g) Sovereign's Birthday;
 - (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above
- 4.19. "Shift Worker" means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20. "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration (Staff) Regulation 2012* as being part of the STA Group who are not part of the Transport Senior Service.
- 4.21. "State Act" means the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 4.22. "Temporary Employment" has the meaning given that term by virtue of subclause 22.13 of this Award.
- 4.23. "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).
- 4.24. "Week" means:
- (a) for an employee who is a Shift Worker, Sunday to Saturday.
 - (b) for an employee who is not a Shift Worker, Monday to Friday.

5. Parties Bound

- 5.1. This Award shall be binding on the following parties and classes of persons:
- the Employer;
 - the Australian Rail, Tram and Bus Industry Union, New South Wales;
 - the Australian Services Union, New South Wales;
 - the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales (known as Professionals Australia), and;
 - all employees of the STA Group covered by this Award.

6. Relationship to Industrial Instruments

- 6.1. This Award wholly supersedes and replaces the following instruments:
- the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;
 - the State Transit Authority of New South Wales, Salaried Officers' Award 2001;

- the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.
- The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2012.
- This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

6.2. In recognition of the fact that former awards and agreements are incorporated by consolidation into this Award, the parties acknowledge that if any provisions of the former awards and agreements containing a right or liability were not included in this Award, the parties will confer and if necessary make application to vary this Award in accordance with the requirements of the *Industrial Relations Act 1996* (NSW).

7. No Extra Claims

- 7.1. The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 7.2. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.
- 7.3. Variations made with the agreement of the parties as provided for in clause 6 (1) (d) of the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2011* are not prohibited by this clause.

8. Area, Incidence and Duration

- 8.1 This Award shall take effect on and from 1 January 2015.
- 8.2. The Nominal Expiry Date of this Award is 31 December 2017.
- 8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

- 9.1. It is the intention of the parties to this Award to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;

- offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1. A 2.38% wage increase will apply to employees covered by this Award from 1 January 2015. A further 2.5% increase will apply from 1 January 2016 and a final increase of 2.5% will apply from 1 January 2017.
- 10.2. The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

11. Industry Allowance

- 11.1. During the life of this Award the current industry allowance rates will increase as shown in Schedule C of this Award.

12. Payment of Wages

- 12.1. The employer will effect the payment of all employee wages, salaries and allowances by electronic transfer of funds into financial institution accounts (Banks, Credit Unions and Building Societies) as nominated by employees, and will continue to do so for the life of this Award.

13. Salary Sacrifice for Superannuation

- 13.1. Notwithstanding the wages prescribed in this Award, an employee other than a temporary or casual may elect, subject to the agreement of the employer, to sacrifice a portion of the base wage payable under this Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

In this clause, "superannuable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 13.2. Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 13.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

- 13.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 13.3. The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 13.3.1. Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- 13.3.2. Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4. Where an employee elects to salary sacrifice in terms of sub-clause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 13.5. Where the employee is a member of a superannuation scheme established under:
- the *Superannuation Act 1916*;
 - the *State Authorities Superannuation Act 1987*;
 - the *State Authorities Non-contributory Superannuation Act 1987*; or
 - the *First State Superannuation Act 1992*.
- the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6. Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Expenses

- 14.1. For the life of this Award, the employer will continue to apply the allowance rates provided for in the "Meal, Travelling and Related Allowances Circular", as published from time to time by the NSW Premiers' Department, for the following allowances:
- meal expenses on same day journeys (travel not involving an overnight stay);
 - travelling allowances when staying in non Government accommodation (involving overnight stay);
 - incidental expenses when claiming actual expenses;
 - overtime meal allowances; and
 - rates for use of private motor vehicles;

15. Meal Allowance

15.1. An employee who is authorised by their manager to undertake a one-day journey on official business where overnight accommodation is not required shall be paid the appropriate rate of allowance set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the Premiers Department, for:

- Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;
- Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;
- Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;

but an employee shall not be deemed to have incurred expenses for any meal or a bed provided free of charge by the employer.

No payments shall be made except where an employee proceeds to a place outside the boundaries of the Sydney metropolitan or Newcastle transport systems which is at least 24 kilometres from the usual workplace, the distance being computed by the ordinary means of travel.

15.2. The employer shall not be obliged to pay any allowance under this clause unless the employee concerned makes a claim, but if a claim is made, the allowance shall be paid in full regardless of the amount claimed.

15.3. Employees shall be entitled to the following meal allowance:

15.3.1. An employee who works authorised overtime for two hours or more in excess of their ordinary shift shall be eligible for an overtime meal allowance, as prescribed in the Meal, Travelling and Related Allowances Circular, if they finish later than 8.00 a.m. (breakfast), or 1.30 p.m. (lunch), or 6.30 p.m. (dinner) or 1.00 a.m. (supper).

15.3.2. A Salaried Officer who ordinarily commences duty at 8.30 a.m. or later, if directed to commence before 7.00 a.m. on irregular occasions, and do so commence, shall be eligible for a meal allowance for breakfast.

16. Travelling Allowance

16.1. An employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the NSW Premiers' Department.

16.2. The need to obtain overnight accommodation shall be determined by the employee's manager having regard to the safety of the employee travelling on official business and local conditions applicable in the area.

16.3. As an alternative to the provisions, the employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an employee who is required to work at a temporary work location.

16.4. This clause does not apply to employees who are on an employee-initiated secondment.

17. Relocation Allowance

17.1. Where an employee is transferred in the interest of the employer or on promotion, the employee shall be eligible for a relocation allowance which allows for free rail travel for their family, free transit for their furniture; reasonable expenses to cover cost of removal, and reasonable cost of living for a period not exceeding six weeks pending the arrival of their furniture, and / or their securing of a residence.

- 17.2. In the case of an employee who is transferred to suit their own convenience, or by way of disciplinary action, the employee, their partner and family will be eligible for free rail travel and free transit for their furniture, but no other travel allowances will be allowed.
- 17.3. Applications for Relocation Allowance must be made in advance and be approved at the discretion of the General Manager, People and Bus Systems.

18. Uniform Allowance

- 18.1. Operational Salaried Officers are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.
- 18.2. All Operational Salaried Officers, including new employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.
- 18.3. Subsequent to the initial issue, Operational Salaried Officers will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit uniform from approved supplier(s).
- 18.4. Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.
- 18.5. In extraordinary circumstances where the uniform worn by Operational Salaried Officers is damaged in the course of duty, the officer may apply for a replacement of the damaged items.

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

- 19.1. Consultation provides for participation by employer, employees and Unions in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 19.2. Consultation is aimed at getting individuals or groups and unions party to this Award, to suggest or respond to proposals for policy formulation, productivity improvements or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 19.3. The parties agree to consult over the life of the Award on matters that will result in restructuring, major policy changes, implementation of job losses, multi-skilling of tasks or the re-organisation of tasks directly affecting employees covered by this Award.
- 19.4. Specifically, where significant changes which may impact on work practices, changes to establishment levels or organisational structures are proposed, the employer will provide employees and unions party to this Award, with details regarding:
- the areas, units and locations likely to be affected; and
 - the positions likely to be affected, including any likely impact on staffing levels.
- 19.5. Upon receipt of this information, employees and/or their representatives, including unions party to this Award, will discuss with the employer the best method of introducing the proposed changes including any impact on individual gradings.
- 19.6. Any grievances raised by employees and or their representatives will be progressed in accordance with the provisions of the Disputes Settling Procedure at clause 20.

20. Dispute Settlement Procedures

- 20.1. When the parties to this Award are in dispute over any issue that directly affects the interests of any of the parties, the dispute will be dealt with in accordance with this clause.

Step 1

In the first instance, any grievance, which is local in nature, and which will not impact on other locations, will be settled at the workplace between the employee and or their representative or union and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

Step 2

If the grievance cannot be resolved as provided for in Step 1 the employee and or their representative or local delegate is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the employee and or their representative, and local union delegate as soon as practicable.

Step 3

If the dispute is not resolved as provided for in Step 2 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by the employee or their representative and or local union delegate to a union official, who must attempt to resolve the dispute.

Disputes which are not local in nature

Where a dispute is not local in nature, involves the interpretation of a policy of the employer or an industrial instrument, the parties to the dispute may agree to bypass steps 1 through 3 and instead refer the matter directly to the Senior Workplace Relations Consultant for resolution, in conjunction with the relevant Manager(s) or General Manager(s).

Step 4

If, following action under Steps 1 through 3 or sub-clause (Disputes not local in nature) a dispute remains unresolved, the employee their representative or a Union, or the Senior Workplace Relations Consultant, may refer the matter to the General Manager, People and Bus Systems (or, at the discretion of the General Manager, People and Bus Systems, or the Chief Executive) for a further attempt at resolution between the parties.

Step 5

If, following action under Steps 1 to 4, the dispute remains unresolved, a party to the dispute must refer the dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and Public Holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.

Step 6 - Referral to the IRC

If, following action under steps 1 to 5, the dispute remains unresolved, any party to the dispute may refer the dispute to the IRC for resolution.

- 20.2. The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between the employer and the employee or union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

- 20.3. Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause that is not further referred by either the employer, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 20.4. Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 20.5. While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.
- 20.6. The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

21. Rights of Union Delegates

21.1. For the purposes of:

- ensuring compliance by the parties with the terms of this Award; and
 - facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:
- 21.1.1. an employee elected or appointed, as a delegate will, upon notification to the employer, be recognised as the accredited representative of the union to which they belong;
- 21.1.2. an accredited delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
- 21.1.3. subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
- 21.1.4. the general nature of the matters affecting employees and the probable time of absence should be indicated to the supervisor;
- 21.1.5. delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, upon a written request from the union;
- 21.1.6. delegates may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, to attend delegates training conducted by the union upon a written request by the union;
- 21.1.7. delegates will be provided with reasonable access to a phone, fax machine, computer, Internet and a notice board;
- 21.1.8. each union will periodically supply a list of delegates and contact numbers to the Senior Workplace Relations Consultant.

SECTION 1D - EMPLOYMENT RELATIONSHIP**22. Types of Employment**

Full-Time Employees

22.1. A full-time employee is an employee other than a casual or part-time employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.

22.2. See Clauses 57 and 968 for the prescribed ordinary hours.

Part-Time Employees

22.3. A part-time employee is one employed to work fewer ordinary hours than the ordinary hours worked by a full-time employee performing duties of the same classification and grade.

22.4. The number of hours worked shall not be less than three hours per day.

22.5. The work arrangement shall be subject to a Part-Time Work Agreement between the employer and the employee, which includes but is not limited to the numbers of hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the employer and the employee from time to time.

22.6. Except in cases of exceptional circumstances, part-time employees shall not be required to work beyond their rostered hours.

22.7. Where an employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the employee.

22.8. Where a part-time employee agrees to work beyond their rostered hours they will be entitled to payment applicable to a full time employee of the same classification and grade. Overtime rates shall not be payable for hours worked which would be ordinary hours for a full-time employee of the same classification and grade.

22.9. A part-time employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other award benefits as those provided for full-time employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the part-time employee will receive entitlements specified in the relevant clauses of this Award.

Casual Employees

22.10. A casual employee is engaged to work on an hourly or daily basis.

22.11. Where staff shortages are of a short duration, casual employees may be employed to cover such absences. Such employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.

22.12. A casual employee shall be notified at the end of the day if their services are not required on the next working day.

Temporary Employees

22.13. A temporary employee is an employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.

22.14. A temporary employee shall be entitled to the same salary and conditions as permanent employees in the same classification, unless otherwise prescribed by this Award.

23. Temporary Appointments

- 23.1. The employer may engage a temporary employee, or an existing employee on a temporary appointment, for a period of two years in normal circumstances or of up to three years for a special project or a specific reason.
- 23.2. The employer may fill a permanent position which is vacant with a temporary employee, or an existing employee by way of secondment, temporary appointment, temporary transfer or higher duties, subject to a maximum period of three years.
- 23.3. Nothing in this clause is intended to affect or limit the Staff Mobility provisions of Part 3.2 of the *Public Sector Employment and Management Act 2002* (NSW), where the provisions of that part apply to State Transit.

24. Managing Excess Employees

- 24.1. The parties are committed to implement the revised policy and procedures relating to Managing Excess Employees, in the life of this Award.
- 24.2. Such policy procedures may be varied by State Transit to be in line with any variations to the NSW Government's policy on Managing Excess Employees in the NSW Public Sector, subject to the provisions in clause 19 - Communication and Consultation.

25. Managing Sick Leave Related Absences

- 25.1. The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:
 - Salaried Operational Officers - 9 days per year
 - Salaried Administration Officers - 6 days per year
 - Senior Officers - 6 days per year
- 25.2. The strategies to be implemented will include, but are not limited to, the following:
 - 25.2.1. a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;
 - 25.2.2. payment of sick leave being provisional on an employee:
 - (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
 - (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
 - (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
 - (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;

- (e) employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
 - (f) a requirement that any employee on long term sick leave may be required by the employer to participate in a return to work program.
- 25.3. For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:
- 25.3.1. failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
 - 25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the employee was under an obligation to do so;
- 25.4. The following are provided as examples of attendance patterns which would require review by management and which may result in an employee being placed on an absence management program:
- 25.4.1. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
 - 25.4.2. high number of one to two day unplanned absences, particularly for different reasons;
 - (a) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, public holidays or annual leave;
 - (b) unplanned absence on a day which an employee sought as a day off, but which was not approved;
 - (c) unplanned absences on special events;
 - (d) four or more absences (particularly single day absences), in a four-month period.
- 25.5. The parties agree that in order to give full effect to the provisions of this clause that:
- 25.5.1. Subject to provisions to clause 19 - Communication and Consultation, the employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
 - 25.5.2. Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in sick leave; and
 - 25.5.3. The unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average sick leave levels.
- 25.6. Absence Management Program Step 1 - Preliminary Discussion
- 25.6.1. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
 - 25.6.2. If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an

absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

25.7. Absence Management Program Step 2 - Placement on a Program

- 25.7.1. Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:
- (a) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
 - (b) regular review meetings between the manager and employee as required;
 - (c) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
 - (d) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
 - (e) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

25.8. Absence Management Program - Step 3

- 25.8.1. Where an employee's attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

25.9. Continuous Review

- 25.9.1. An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.
- 25.9.2. Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

26. Commitment to Business Reforms

- 26.1. The parties acknowledge the need for continuous change and reform to support State Transit's ability to tender competitively for the Metropolitan and Outer Metropolitan Bus Systems Contracts (O/MBSC). During the life of this Award this will include, but not be limited to the following:

- 26.1.1. Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney and Newcastle;
- 26.1.2. Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:
- Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;

- Introduction of an integrated human resource information and payroll system;
 - Use of E-Recruitment;
 - Introduction of On Line Ordering for Ticketing;
 - Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;
- 26.1.3. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.
- 26.2. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.3. The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.
- 26.4. The parties acknowledge that:
- 26.4.1. Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
 - 26.4.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and
 - 26.4.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. E-Recruitment

- 27.1. The parties to this Award agree:
- 27.1.1. to the full implementation of the systems, policies and standardised practices required to maximise the full range of benefits available under the e-recruitment system now and into the future;
 - 27.1.2. to fully support the business process re-engineering to implement system, policy, operational and, if required, regulatory changes as required, to extract full benefit from the e-recruitment system;
 - 27.1.3. the Employer may utilise a centralised e-recruitment system such as provided by the Public Sector Workforce Office, in respect to those positions and classifications covered under this Award;
 - 27.1.4. that the benefits of 27.1.1 to 27.1.3 above may include, but are not limited to:
 - the introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities within State Transit;
 - the use of online self service function for job application, interview booking, and ability testing;
 - online viewing of applications by the Selection Panels and use of web-based functions for the culling and selection process;

- introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;
- enhanced promotion of employment within State Transit and the NSW Government sector generally;
- introduction of applicant tracking and recruitment process management;
- collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists within the life of this Award.

28. Use of Eligibility Lists

- 28.1. When a vacant position is advertised the employer may, in connection with a determination of the merit of the persons eligible for appointment to the position, create an Eligibility list for the position.
- 28.2. An Eligibility list for a position is a list of eligible applicants (namely the persons who duly applied for appointment to the position and who are eligible for appointment but not selected for appointment were considered suitable to the position but were not offered a position) arranged in order of merit (with merit determined by the employer).
- 28.3. An Eligibility list for a position remains current for 12 months after the list was created and may or may not be used to fill future vacancies.
- 28.4. An Eligibility list need not comprise all the eligible applicants so long as the list contains the applicant or applicants of greatest merit.
- 28.5. An Eligibility list is applicable not only to the position in relation to which it was created ("the relevant position") but also:
- 28.5.1. to any other position that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.2. to any other position in a subsidiary corporation of State Transit that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.3. to a permanent position where the relevant position was a temporary position.
- 28.6. A determination by the employer to fill a vacancy in accordance with this clause may be made at any time during the currency of the Eligibility list.
- 28.7. In deciding to appoint a person to a vacant position that has not been advertised in accordance with this clause, the employer may select from among the persons who are on an Eligibility list that is current and applicable to the position (and who are available for appointment), the person with the greatest merit according to the order of merit in the Eligibility list.

29. Online Employee Self Service

- 29.1. The parties agree to utilise the online self-service function of the integrated Human Resources Information System (HRIS) and Payroll System for a number of Human Resources processes, including but not limited to:
- viewing and/or updating personal information and payroll details;
 - completion and lodgement of forms, such as leave application, course application, higher duties, resignation forms;
 - lodgement of timesheets.

30. Employee Discipline

- 30.1. Where an employee is the subject of a preliminary investigation by the employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an employee, the employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:
- 30.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and
 - 30.1.2. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the employer will advise the affected employee in writing:
 - 30.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
 - 30.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;
 - 30.1.2.3 of the time period in which the employer reasonably expects to complete the preliminary investigation or proceedings.

31. Abandonment of Employment

- 31.1. Where an employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the employer, that their absence is for a reasonable cause, the employee will be deemed to have abandoned their employment.
- 31.2. Prior to employment being deemed to be abandoned, the following procedure will be applied by the employer:
- 31.2.1. The employer will forward a letter (the First Letter) to the last known home address of the employee requesting the employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - 31.2.2. Where an employee contacts the employer and claims their absence is due to illness or injury, the employer will allow a period of seven days from the date of service of the First Letter for the employee to supply a medical certificate/s supporting the whole of the absence;
 - 31.2.3. Where the employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the employee to the employer, a second letter (the Second Letter) will be sent to the employee advising the employee to contact the employer within seven days of service of the Second Letter;
 - 31.2.4. The Second Letter shall include advice to the employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 31.3. For the purpose of this clause service of the First Letter and or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the employee to the employer as their home address.

SECTION 1E - LEAVE**32. Personal Leave**

- 32.1. Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.
- 32.2. Paid personal leave will be available to an employee when they are absent due to:
- personal illness or injury (sick leave); or
 - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
 - because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)
- 32.3. All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.
- 32.4. This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.
- 32.5. For the purpose of this clause:

Immediate Family means:

The staff member being responsible for the care and support of the person concerned; and the person concerned being:

- a spouse of the staff member; or
- a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.

Year means:

the period of 12 months from 1 January to 31 December inclusive.

Current Paid Sick Leave means:

paid sick leave which has accrued to an employee's credit in the current calendar year which has not been cleared by the employee as paid sick leave.

Accumulated Paid Sick Leave means:

paid sick leave which accrued to an employee's credit in any previous calendar year which has not been cleared by the employee as paid sick leave.

Paid Sick Leave

32.6 Employees are entitled to 15 days of paid sick leave per year, except those nominated in paragraphs (a) and (b)

(a) For Salaried and Senior Officers who commence employment with the employer after 9 May 2006, the following scale will apply:

- Up to five years service: 8 days per annum
- Between five years and seven years service: 10 days per annum.

(b) For Senior Officers who have not completed seven years service, the following scale will apply:

- Up to five years service: 8 days per annum
- Between five years and seven years service: 10 days per annum

32.7. Paid sick leave will be credited on a pro rata basis in the first year of service.

32.8. Sick leave not used in any year shall accumulate.

32.9. An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

32.10. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

Carer's Leave

32.11. Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of ten days paid carer's leave per year.

32.12. Paid carer's leave is deducted from paid sick leave.

32.13. The entitlement to use up to a maximum of ten days per year paid sick leave, as paid carer's leave, does not accumulate from year to year.

32.14. An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

32.15. Paid and unpaid carer's leave may be taken for part of a single day.

32.16. An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.

32.17. The employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

- 32.17.1. the employer may require an employee to provide a medical certificate to support the application for carer's leave where:
- the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - the employee has exhausted all paid carer's leave; or
 - the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or
 - the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.
- 32.17.2. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

32.18. The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Compassionate/Bereavement Leave

- 32.19. An employee is entitled to up to two days paid leave on each occasion a member of the employee's immediate family or household dies.
- 32.20. Proof of death must be provided to the satisfaction of the employer.

33. Annual Leave

- 33.1. For the purposes of this clause:
- Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.
 - Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.
- 33.2. Annual leave shall be allowed as provided by the *Annual Holidays Act 1944* (NSW).
- 33.3. Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:
- 33.3.1. non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.
- 33.3.2. shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.
- 33.4. The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one month's notice of the date on which annual leave is to commence and the period to be cleared.
- 33.5. Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

- 33.6. Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 33.7. The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.
- 33.8. The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employee to clear such leave.

34. Domestic Violence Leave

- 34.1 Employees shall be entitled to Domestic Violence Leave in accordance with this clause and the Employer's Domestic Violence Leave policy.
- 34.2 Employees' Leave entitlements provided for in clauses 32 (Personal Leave) and 33 (Annual Leave), may be used by Employees experiencing Domestic Violence.
- 34.3 Where the leave entitlements referred to in sub-clause 34.2 above are exhausted, the Employer may grant Special Leave up to five (5) days.
- 34.4 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 34.5 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 34.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location.

35. Long Service Leave

- 35.1. Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.
- 35.2. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 35.3. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 35.4. The employer may deduct from any moneys payable under 35.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

36. Flexible Use of Long Service Leave

- 36.1. An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 36.2. An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 36.3. Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.

- 36.4. The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

37. Parental Leave

- 37.1. Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.

- 37.2. For the purposes of this clause 'child' means:

- a child of the employee under the age of one; or
- in the case of adoption: a child under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who had previously continuously lived with the employee for a period of six months or more.

- 37.3 Maternity Leave shall apply to a pregnant employee including a casual employee who has had at least twelve months continuous service, before and after the expected date of birth. Continuous service for a casual means work on an unbroken, systematic and regular basis.

- 37.4 Subject to this clause and the employer's policy, the employee may be granted maternity leave as follows:

- For a period up to 9 weeks prior to the expected date of birth; and
- For a period of up to 12 months after the actual date of birth.

- 37.5 Adoption Leave shall apply to an employee including a casual employee who has had at least twelve months continuous service, who is adopting a child and who will be the primary carer to the child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.

- 37.6 Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female employee including a casual employee who has had at least twelve months continuous service who will be the primary carer for his/her child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted other parent leave for a period of up to 12 months. Other parent leave is unpaid, except where taken in conjunction with paid leave such as annual or long service leave.

- 37.7 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;
- for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

- 37.8. An employee other than a casual employee taking maternity leave or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the employee:

- Applied for maternity or adoption leave within the time and in the manner determined set out in this clause; and

- Prior to the commencement of maternity or adoption leave, completed not less than 40 weeks continuous service.

(Note: Employee taking 'other parent leave' is not entitled to any payment, except for period(s) of paid leave taken as part of 'other parent leave'.).

37.9. Once all entitlements to pay have been exhausted, the balance of maternity or adoption leave shall be unpaid.

37.10. Payment for the maternity or adoption leave may be made as follows:

- in a lump sum payment at the commencement of maternity or adoption leave; or
- as full pay on a fortnightly basis while on maternity or adoption leave; or
- as half pay on a fortnightly basis while on maternity or adoption leave; or
- a combination of full pay and half pay while on maternity or adoption leave.

37.11 Paid maternity or adoption leave shall be taken in one unbroken period and shall not be extended by any period of public or other holidays that occur during the period of the paid maternity or adoption leave.

Access to other forms of leave

37.12. In addition to paid parental leave where applicable, an employee may elect to take available annual leave or long service leave at the commencement or conclusion of the period of parental leave, provided this does not extend the total leave period beyond the allowable period, and that the period of unpaid parental leave is not broken by any paid leave.

37.13. The accrued annual leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave
- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

37.14. The accrued long service leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave
- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.
- as half pay while on parental leave, provided it does not break up the unpaid parental leave period.
- a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

37.15. An employee who takes maternity, adoption or other parent leave must clear any accumulated annual leave entitlements in excess of 30 days before commencing any unpaid period of maternity, adoption or other parent leave.

Right to request

37.16. An employee who has been granted parental leave in accordance with this clause may apply to:

- extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;
- return from a period of full time parental leave on a part time basis or on a job share arrangement;

- to assist the employee in reconciling work and parental responsibilities.

37.17. Applications must be made in writing as soon as practicable, preferably before commencing parental leave, or at least four weeks before the proposed return date.

37.18. The employer shall consider the request having regard to the employee's circumstances and the effect on the workplace and/or the employer's business.

37.19. Any employee approved to take extended maternity, adoption or other parent leave will be required to clear all accumulated annual leave prior to commencing extended parental leave.

Notification Requirements

37.20. An employee must not unreasonably withhold notice of intention to apply for parental leave.

37.21. An employee who wishes to take parental leave must provide notice to the employer in writing at least ten weeks before the expected commencement of parental leave, together with:

- a) For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,
- b) For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and
- c) A statutory declaration stating:
 - the period of leave sought is so that the employee can be the primary caregiver to the child,
 - detail any particulars of any period of parental leave sought or taken by their spouse,
 - that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and
- d) A written notification of:
 - the period the employee proposes to take parental leave,
 - if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,
 - if she/he is likely to make a request to return to work on a part-time or job-share arrangement

37.22. An employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date or because of the child being placed earlier than the expected date of placement.

37.23. An employee on maternity leave must notify the employer of the date on which she gave birth as soon as she can conveniently do so. An employee must notify the employer as soon as practicable of any changes associated with a premature delivery or miscarriage.

37.24. Where the placement of a child for adoption does not proceed or continue, the employee is to notify the employer immediately and the employer may nominate a time not exceeding four weeks from receipt of notification for the employee to return to work.

Variation of Parental Leave

37.25. Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the new arrangements, unless otherwise agreed.

Return to work after a period of Parental leave

- 37.26 An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 37.27 In the case of an employee transferred to a safe job pursuant to sub-clause 37.30 the employee will be entitled to return to the position they held immediately before such transfer. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

Communication during Parental leave

- 37.28. The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 37.29. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

Health and safety of pregnant employees

- 37.30. If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.
- 37.31. If such adjustments cannot reasonably be made, the employee may elect, or the employer may require the employee to commence maternity leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 37.32. Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

38. Purchased Leave for Personal Or Family Reasons

- 38.1. The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 38.2. The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 38.3. Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 38.4. Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.

- 38.5. The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 38.6. The additional leave purchased under this scheme will not attract leave loading.
- 38.7. Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 38.8. Employees will retain their employee pass and other privilege passes.
- 38.9. Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 38.10. Employees are required to re-apply annually if they wish to participate in the scheme.
- 38.11. Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

39. Picnic Day

- 39.1. Where reasonably practicable an officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 39.2. Where an employee is required by the employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
- seven hours pay: for employees engaged on 35-hour-week;
 - seven hours and 36 minutes pay: for employees engaged on 38-hour-week.
- 39.3. The employer shall require from an officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the employer but not produced by an officer, no payment will be made to the officer for the day.
- 39.4. An officer who is not required by the employer to work in the area in which the officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.
- 39.5. An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

40. Public Holidays

- 40.1. Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 40.2. Subject to sub-clause 40.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 40.3. Subject to sub-clause 40.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 40.4. Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.

40.5. For Salaried Officers:

Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

40.6. For Senior Officers:

All Public Holidays not taken as a Public Holiday by Senior Officers are to be paid out when they occur.

41. Concessional Day

41.1. Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday.

42. Capping of Additional Days Off (ADOS)

42.1. Subject to subclause 42.2, officers, other than officers required to perform shift work, may clear ADOs as one whole day or as two half-days.

42.2. Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOs (inclusive of half ADOs).

42.3. Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOs.

42.4. Subject to sub-clause 42.5, failure to clear ADOs will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOs.

42.5. Where the failure to clear an ADO (in excess of five accumulated ADOs) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS**43. Make Up Time**

43.1. An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Award.

43.2. An employee on shift work may elect, with the consent of the employer, to work "make up time" under which the employee takes time off ordinary hours and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

44. Job Sharing

44.1. Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one job.

44.2. The terms and conditions of job sharing are listed below and also subject to the employer policy.

44.3. Job sharing will be entered into by agreement between the employer and employees concerned. The employer and the job sharers shall agree on the allocation of duties between the job sharers.

44.4. The hours of work shall be fixed in accordance with the conditions of part time employment.

- 44.5. In the absence of a job sharer, the remaining job sharer(s) may be required to relieve the absent job share provided the remaining job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 44.6. A job sharer may, by agreement, work more than their regular number of hours and be paid at their ordinary hourly rate.
- 44.7. Job sharers shall have access to all provisions of this Award pertaining to their classification. Job sharers shall receive pro rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 44.8. A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 44.9. In the event of a job sharer vacating the job, the employer will review the job and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

45. Career Break

- 45.1. A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 45.2. The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 45.3. The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 45.4. An employee must provide three months notice of a request to take a career break.
- 45.5. Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 45.6. Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 45.7. At the commencement of the career break, employees must return their employee travel pass.
- 45.8. At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 45.9. Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 45.10. Employees who are absent beyond the maximum leave period in 44.3 above will be subject to cl 24 of this award.
- 45.11. Applications for career breaks will be approved at the employer's discretion.

46. Working from Home

- 46.1. An employee can work from home with the approval of the local manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 46.2. Employees will not be entitled to work from home for more than two days in any working week unless otherwise authorised by the General Manager responsible for the area.

- 46.3. Approval to work from home will not be authorised if the employee does not have suitable resources in their home. The employer may at its discretion, assist in providing such resources.
- 46.4. For ongoing and regular working from home arrangements, a Workplace Health and Safety report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the employee being approved to work from home.
- 46.5. If required by the manager, an employee who works from home must submit work completed at home to be sighted and signed off by the Manager.
- 46.6. The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

SECTION 1G - GENERAL

47. Higher Duties for Senior & Salaried Officers

Salaried Officers in Higher Grade Positions

- 47.1. Any Salaried Officer required to relieve in a higher grade shall be paid at least the minimum salary of the higher grade for the period of the relief, provided that the officer's manager or supervisor certifies that the officer is carrying out the normal duties of the higher-grade position.

Senior Officers in Higher Grade Positions

- 47.2. Higher duty payments for Senior Officers will apply where the time worked in the higher graded position exceeds four consecutive working days. When a Senior Officer works on the fifth consecutive day retrospective payment for the previous four working days will be made.

Note: see also clause 103 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

- 47.3. In the case of Salaried and Senior Officers required to relieve in a higher-grade position, the conditions applicable to the higher-grade position undertaken shall be taken to apply for the period of the relief.
- 47.4. All time spent by a Salaried or Senior Officer relieving in a higher grade for which credit has been allowed for the purpose of sub-clause 46.2, shall be counted as service in the next higher grade to that in which the officer is classified, for the purpose of assessing the rate of salary to which the officer will be entitled following promotion to such higher grade.
- 47.5. If an officer is booked to clear a Public Holiday which falls during a period in which the officer is acting in a higher grade, and the officer works in the higher grade on the working days before and after the Public Holiday, then payment for the Public Holiday shall be at the rate of pay to which the officer is entitled during the acting period.
- 47.6. Any Salaried or Senior Officer who has relieved in a higher grade position for 12 calendar months either continuously or non-continuously shall, while performing such duties, be paid the next higher rate of pay, if any, prescribed for such higher position provided that where the duty is non-continuous, periods of less than one week shall not count.

48. Employee Travel Passes

- 48.1 Subject to NSW Government Policy, relevant legislation and regulations and the provisions of the Outer/Metropolitan Bus Systems Contract, for the life of this Award, the employer will recognise employee travel passes for all permanent employees.

49. Workplace Health and Safety Training

- 49.1. The parties recognise the obligation of the employer to provide a safe and healthy workplace. All employees are responsible for their own safety, the safety of other employees and the general public.
- 49.2. The employer will determine the standards and requirements of training for employees, in consultation with employees and their representatives, including any union party to this Award. A certificate will be awarded to employees who successfully complete the training.
- 49.3. Every employee will have the opportunity to attend a minimum of two hours paid WHS awareness training each calendar year.

50. Drug and Alcohol Testing

- 50.1. The parties recognise the legislative obligations on the employer to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

51. Childcare

- 51.1. The employer and the unions with the assistance of Unions NSW, may continue the Joint Child Care Working Party (the Working Party). The working party will consider the feasibility of various initiatives by which the employer may assist employees to manage their childcare needs.
- 51.2. The working party may comprise of representatives from the employer, Unions NSW, and unions party to this Award, and will include a mix of male and female members.

52. Quality Certification

- 52.1. The Employer has developed a Management System to assist, control and manage standardised work practices at all levels.
- 52.2. The objective of the Management System is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 52.3. Parties to this Award will work together to maintain quality certification.

53. Restructure of the Maintenance Division

- 53.1. As part of previous restructures, the bus fleet inspection process became part of the functions of the Fleet Condition Officers.
- 53.2. The position of Leading Hand was introduced by the employer as a component of a previous restructure.

54. Contestability

- 54.1. The parties acknowledge that, in accordance with the New South Wales Government service competition policy, non-core activities may be subjected to contestability against external service providers from time to time.

55. Introduction of New Technology

- 55.1. Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.

- 55.2. The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.
- 55.3. Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.
- 55.4. By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

56. Job Evaluation Review Process

- 56.1. Where a new position is created, or an incumbent employee, the relevant union or the employer believe that an existing position should be reviewed, the following shall apply:
- 56.1.1. A qualified member of the Human Resources Department will, in consultation with the line management and the affected incumbent prepare the draft position description ensuring consistency with the organisational framework.
- 56.1.2. The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional General Manager (or the Chief Executive where appropriate) and amended to reflect any feedback.
- 56.1.3. The position will be evaluated by a qualified member of the Human Resources Department and approved by the General Manager, People and Bus Systems (or the Chief Executive where appropriate).
- 56.2. If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant General Manager, or their representative, the affected employee and one employee representative, suitably qualified chosen by the relevant union(s).
- 56.3. If a disagreement remains in relation to the outcome of the evaluation process, the employer will consider representations made by the relevant union(s) and may seek to have the position evaluated externally, before making a final determination.

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

57. Hours of Duty for Salaried Officers

- 57.1. Except as provided for in sub-clauses 57.2 and 57.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 57.2. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 57.3. Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 57.4. Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 57.5. The span of hours shall be 8.30am to 5.30pm. The employer may alter the span of hours where required.

- 57.6. The times in which the ordinary hours shall be worked may be altered by agreement between the employer and the employee.
- 57.7. As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 57.8. As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.
- 57.9. In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

58. Minimum Payments

- 58.1. Any officer who attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the officer personally that they were not required for duty.
- 58.2. If an officer actually commences duty and is subsequently advised that they are not required, the officer shall receive a minimum of seven hours pay.

59. Spread of Hours

- 59.1. All time worked from time first signed on a broken shift shall be paid at the following rates:
- 59.1.1. Between a spread of 9.5 hours and 10.5 hours - time and a half;
- 59.1.2. After 10.5 hours - double time.
- 59.2. Officers shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.

60. Overtime

- 60.1. Except as provided for in sub-clause 60.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.
- 60.2. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 60.3. In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 60.4. Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.
- 60.5. For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- 60.6. Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 60.7. Payment for overtime shall be made at the following rates:
- 60.7.1. Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.

- 60.7.2. Except as provided for in sub-clause 60.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.
- 60.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 60.7.4. Except as provided for in sub-clause 60.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.
- 60.7.5. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 60.2, time worked in excess of 11 hours in any one shift - double time.
- 60.7.6. Except as provided for in sub-clause 60.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 60.7.7. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 60.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 60.7.8. Except as provided in sub-clause 60.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.
- 60.7.9. Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 60.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 60.8. Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.
- 60.9. The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

61. Time Off in Lieu of Payment for Overtime

- 61.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 61.2. Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 61.3. The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 61.4. The employer shall record time off in lieu arrangements for each occasion this provision is used.

62. Sunday Time

- 62.1. Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 62.2. An officer ordinarily required to work on Sunday as part of their regular working week shall be paid for all time worked on Sunday during their ordinary hours of duty at the rate of double time. The extra single time allowance shall stand alone and be paid for independently of other time.
- 62.3. Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

63. Saturday Time

- 63.1. Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 63.2. Notwithstanding anything contained in this Award, all time worked on Saturday which forms part of the ordinary hours for the week shall be paid for at the rate of time and a half.
- 63.3. Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Award provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

64. Shift Work Allowance

- 64.1. Definitions for the purpose of this clause are:
 - 64.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
 - 64.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
 - 64.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.
- 64.2. Shift Work Allowances
 - 64.2.1. For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.
 - 64.2.2. Other officers shall be paid half the allowance herein prescribed for the same time on duty.
 - 64.2.3. In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.
 - 64.2.4. In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.
 - 64.2.5. Other officers shall be paid half the loading herein prescribed for the same turn of duty.

65. Time Off Between Shifts

- 65.1. Other than in cases of unavoidable necessity, officers who are engaged in shift work shall be allowed a minimum of ten hours between shifts.

66. Rostered Day Off

- 66.1. An officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.
- 66.2. When an employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.
- 66.3. Any employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.
- 66.4. This clause shall not operate in the cases of employees attending for any re-examinations.

67. Excess Travelling Time

- 67.1. Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.
- 67.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.
- 67.1.2. In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.
- 67.2. Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.
- 67.3. For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.
- 67.4. Ordinary rates for the purposes of sub-clause 67.1, means the rates paid for the work on which the employee is engaged for the day.
- 67.5. When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.
- 67.6. The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.
- 67.7. Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.
- 67.8. Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.
- 67.9. Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

68. Change of Usual Workplace

- 68.1. The usual workplace of an employee shall not be altered in any case where it is known at the time of transfer or temporary relocation to another place of employment that the employee will be required to work at such place for less than six months. This clause shall not apply to officers who are surplus to requirements.

69. Increment Increases

- 69.1. Annual increment increases for all Salaried employees covered by this Award will only be approved subject to satisfactory performance. Such assessment of performance is to be completed prior to each employee's anniversary of appointment to their current position.

70. Termination of Employment

Notice of termination by employer

- 70.1. In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 70.2. In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 70.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 70.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 70.5. The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by an employee

- 70.6. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 70.7. If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during notice period

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

71. Salary Rates

- 71.1. Employees performing work within the classifications listed in the following tables will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

71.2. Junior Salaries

Age	Relativity %
Under 17	44
At 17	50
At 18	57
At 19	68
At 20	75

71.3. Salaried Officers

Grade	Relativity %
1	83
2	100
3	103
4	110
5	118
6	129
Special	140

72. Classification Structure

- 72.1. The parties acknowledge that in the life of this Award, positions will be evaluated and classified into relevant pay grades using the Mercer methodology (Cullen Egan Dell), unless State Transit's classification system changes, subject to the provisions in clause 19- Communication and Consultation.

PART 2A - ADMINISTRATIVE STREAM**73. Direct Appointment**

- 73.1. It is agreed that where a position is elevated by one grade the incumbent may be directly appointed to the new grade or the position advertised, with each particular circumstance to be assessed by the employer at the time and following consultation with the union or other employee representative, where applicable.

74. Filling of Authorised Positions

- 74.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 74.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

75. Traineeships

- 75.1. It is agreed that traineeships be offered by the employer to enable such employees to gain Salaried Officers experience, with the possibility of future appointment within the administrative areas.

PART 2B - MAINTENANCE STREAM**76. Filling of Authorised Positions**

- 76.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 76.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

77. Flexibility

- 77.1. In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 77.2. The parties agree that no artificial barriers will be created to inhibit employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

78. Master Roster Changes

- 78.1. To ensure roster changes can be implemented within a short period of time and hence gain the maximum benefit it is agreed between the parties that 14 days notice is to be given to employees where a master roster is to be changed.

PART 2C - OPERATIONAL SUPPORT STREAM

79. Revenue Rooms

- 79.1. To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:
- Change note fold, if necessary.
 - Rectify faults as required.
 - Rebooting computers and saving information.
 - Issue of lost property.
- 79.2. Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

80. Pass Issue

- 80.1. It is agreed between the parties, Duty Officers and Corridor Supervisors may be utilised to verify, issue or receive holiday passes in emergency situations outside of normal office hours. The audit requirements relative to the custody and security of passes are to be adhered to.

81. Check Validity of Licences/Accreditation and Bus Operator Presentation

- 81.1. Duty Officers and Corridor Supervisors and Revenue Protection Officers can be required to check driver's licenses, Ministry of Transport accreditation of staff operating the employer's vehicles and the presentation of Bus Operators.

82. Cleaning and Maintaining Street Furniture, Ticket Readers and Driver Consoles

- 82.1. It is agreed between the parties that Duty Officers and Corridor Supervisors will perform minor cleaning and maintenance to street furniture. In addition they will exchange on board Automatic Fare Collection equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.
- 82.2. Any employee covered by this Award who has the skills may be utilised to exchange on board ticketing equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

83. Performance Assessment of Bus Operators

- 83.1. To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.
- 83.2. To determine if Bus Operators are meeting the required standards, it is agreed between the parties that Duty Officers, Corridor Supervisors and Revenue Protection Officers will monitor bus operator performance.

84. Minor Bus Repairs

- 84.1. Subject to determination of a list of repairs in conjunction with a Depot Service Manager, Duty Officers and Corridor Supervisors will perform minor bus repairs. It is anticipated this work will be performed by the mobile truck and at selected terminals.

85. Bus Operations

- 85.1. Duty Officers and Corridor Supervisors are to maintain bus operator accreditation to operate bus services in the event of an emergency and the unavailability of on-call staff. This action is limited to the operation of a bus to the nearest terminus, setting down only. As well, the Employee must have driven a bus on a public roadway or have undertaken refresher training ("Brush-Up") within the preceding three months prior to taking over the control of any bus in traffic.

86. Handover Period

- 86.1. Where a Duty Officer, a Corridor Supervisor, a Newcastle Bus and Ferries Control Room Operator, or a Radio Room Supervisor signs off and is replaced, and their work is taken over by another Duty Officer, a Corridor Supervisor, a Newcastle Bus and Ferries Control Room Operator, or a Sydney Radio Room Supervisor, there will be a ten minute handover period built into the shift.

87. Revenue Protection Unit

- 87.1. Revenue Protection Officers and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot.
- 87.2. However, Revenue Protection Officers and Senior Revenue Protection Officers who are qualified may volunteer to cover a Duty Officer's or Corridor Supervisor's shifts according to the roster principles as well as special event days such as Mardi Gras and New Year's Eve, where they are not rostered on to work a revenue protection shift on a particular day.

88. Fatigue Management

- 88.1. The parties recognise the application of the fatigue management principles to all transport safety work. The parties are committed to abide by current and future legislation relating to fatigue management in the rostering of all transport safety work.

89. Duty Officer (Night) Relief

- 89.1. All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 89.2. There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 93.31 to 93.44 inclusive, of this Award).

90. Newcastle Revenue Protection Function

- 90.1. The management of Newcastle Bus and Ferries, and the Head of Revenue Protection of the employer shall determine the overall direction of Newcastle revenue protection functions, subject to the policies of the employer, and the delegated authority.

- 90.2. The operation of Newcastle revenue protection day-to-day activities shall be managed by Newcastle Bus and Ferries management.
- 90.3. The relief pool for Newcastle revenue protection operations shall be two employees who are suitably qualified to act up and perform revenue protection activities. Such employees shall revert to substantive positions at the conclusion of the relief work. The employees shall be drawn exclusively from Newcastle Bus and Ferry operations.

91. Network Control Centre Qualification Training

- 91.1. The employer will provide periodical training for employees who wish to work in the Network Control Centre.
- 91.2. Applicants for the training will be selected on merit.
- 91.3. Successful applicants will participate in a full training course that will provide them with the skills to work in the Network Control Centre.
- 91.4. Applicants who successfully complete the training will participate in a Network Control Centre development program.
- 91.5. Once qualified, employees will be added to a development pool, consisting of no less than eight employees.
- 91.6. Qualified employees will be rostered periodically to work in the Network Control Centre. This will be done on a rotational basis through the development pool.
- 91.7. Qualified employees may be asked to work in the Network Control Centre from time to time subject to operational requirements.

92. Operational Support Review

- 92.1. The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.
- 92.2. Such review is to incorporate, but not be limited to the following:
- Training & development requirements.
 - Competency based structure.
 - Career Development and succession.
 - Capacity to cross and multi-skill all Employees.

93. Duty Officers and Corridor Supervisors' Roster Principles (Sydney & Newcastle)

- 93.1. These principles only apply to those employees that are classified as, or acting as, Corridor Supervisors and Duty Officers and will be rostered 152 ordinary hours in a four-week cycle.
- 93.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

- 93.3. In the construction and maintenance of rosters, management will consult with employees.
- 93.4. When consulting with employees, the following issues should be considered:
- Workplace, Health & Safety.

- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

93.5. A master roster is the template that all period rosters are based upon and will contain all known work.

INTRODUCTION OF MASTER ROSTERS

93.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

93.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

93.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

93.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

93.7.3. The roster is to be displayed on the Tuesday prior to introduction.

93.8. Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RMS regulations.

PERIOD ROSTERS

93.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

93.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

93.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.

93.12. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.

93.13. Employees may exchange shifts by mutual agreement providing management approves the exchange.

93.14. Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.

93.15. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-

term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 93.16. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 93.17. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 93.18. Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:
- 93.18.1. When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 93.18.2. When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.
- 93.18.3. Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.
- 93.18.4. Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 93.18.5. If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 93.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 93.20. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 93.21. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 93.22. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.
- #### OVERTIME
- 93.23. Employees will only work overtime when they have been properly authorised to do so.
- 93.24. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 93.25. Employees will have a ten hour break between shifts.

93.26. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

93.27. Employees on loan to other depots will be provided with secure facilities for personal items.

REDUCTIONS IN LINES OF WORK

93.28. Affected employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

93.29. When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

93.30. When a line of work becomes vacant the employer will:

- 93.30.1. Make a decision about how the position is to be filled.
- 93.30.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 93.30.3. If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

93.31. When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.

93.32. When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

93.33. If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.

93.34. If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

94. Network Control Centre Roster Principles

94.1. These principles only apply to those employees that are classified, or acting, as Network Control Centre Senior Service Controller or Service Controller and will be rostered 152 ordinary hours in a four-week cycle.

94.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

94.3. In the construction and maintenance of rosters, management will consult with employees.

94.4. When consulting with employees, the following issues should be considered

- Workplace, Health & Safety.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

94.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

94.6. In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.

94.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

94.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

94.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

94.7.3. The roster is to be displayed on the Tuesday prior to introduction.

94.8. Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

94.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

94.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

94.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.

94.12. When constructing the period roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Service Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Service Controller, and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.

- 94.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 94.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 94.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 94.16. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 94.17. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 94.18. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 94.19. Where the employer makes a decision to fill a vacant Senior Service Controller or Service Controller shift, the following procedures will apply:
- 94.19.1. When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:
- 94.19.2. When the vacant shift is to be DOC'd into the Network Control Centre Period Roster, it will be offered to the Controller in the order of least amount of offered DOC's for the current financial year.
- 94.19.3. Should there be no Service Controller or Senior Service Controller rostered off on the day and the employer determines that the shift must be covered, overtime can be offered to Service Controllers or Senior Service Controllers to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 94.20. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 94.21. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 94.22. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 94.23. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 94.24. Employees will only work overtime when they have been properly authorised to do so.
- 94.25. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 94.26. Employees will have a ten hour break between shifts.
- 94.27. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

- 94.28. Employees on loan to the Network Control Centre will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

- 94.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

- 94.30. When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 94.31. When a vacant line of work becomes vacant the employer will:
- 94.31.1. Make a decision about how the position is to be filled.
 - 94.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
 - 94.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

95. Revenue Protection Unit Roster Principles

- 95.1. These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.
- 95.2. Employees will be rostered one ADO in each four week roster cycle.

CONSULTATION

- 95.3. In the construction and maintenance of rosters management will consult with employees.
- 95.4. When consulting with employees the following issues should be considered:
- Workplace, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

95.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

95.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

95.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

95.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

95.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

95.7.3. The roster is to be displayed on the Tuesday prior to introduction.

95.8. Rosters will be worked where they comply with all relevant policies and industrial instruments.

PERIOD ROSTERS

95.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.

95.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

95.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.

95.12. When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.

95.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.

95.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.

95.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.

95.16. In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.

95.17. When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be

offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

DAILY MAINTENANCE OF PERIOD ROSTERS

95.18. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.

95.19. The provisions of this clause do not apply in emergencies or unforeseen circumstances.

95.20. Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:

95.20.1. Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.

95.20.2. When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.

95.20.3. Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

95.21. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

95.22. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.

95.23. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

95.24. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

95.25. Employees will only work overtime when they have been properly authorised to do so.

95.26. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

95.27. Employees will have a ten hour break between shifts.

95.28. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

REDUCTIONS IN LINES OF WORK

95.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

95.30. When a line of work becomes vacant, if there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

95.31. When a line of work becomes vacant the employer will:

- 95.31.1. Make a decision about how the position is to be filled,
- 95.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 95.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3 - SENIOR OFFICER STREAM

96. Hours of Work for Senior Officers

- 96.1. The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 96.2. Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 96.3. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be arranged within shift limits specified in 96.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

97. Span of Hours

- 97.1. The hours of duty specified in clause 96 shall, as far as practicable, be worked between 8.30 a.m. and 5.30 p.m. but where the requirements of the service call for work during other periods, such periods may be fixed by the employer, provided that the times between which the ordinary hours shall be worked may be altered by agreement between the employer and the union.

98. Overtime & Recall to Duty Provisions for Senior Officers

Overtime

- 98.1. Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 98.2.
- 98.2. Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.
- 98.3. When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

- 98.4. A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 98.5. Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

Time off in lieu

- 98.6. Where overtime is payable to a Senior Officer, and where the relevant General Manager agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 98.7. Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 98.8. The employer shall record time off in lieu arrangements for each time this provision is used.

99. Transfers Within the Division

- 99.1. Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

100. Performance Agreement Programs

- 100.1. Increment increases for all Senior Officers will be subject to satisfactory performance.
- 100.2. The General Manager, People and Bus Systems, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:
- being cyclical;
 - Incorporating a progress review process to operate during the overall cycle;
 - including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;
 - providing, as far as is possible, objectively measurable performance indicators;
 - including provisions for revising goals and objectives in the light of changed circumstances.
- 100.3. The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.
- 100.4. The General Manager, People and Bus Systems will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 100.5. During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

101. Increment Increases

- 101.1. A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 100.
- 101.2. If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant General Manager may make application to the General Manager, People and Bus Systems to withhold a due increment. All cases must be fully documented with supporting reasons.

101.3. If an employee's performance has been exceptional over the 12-month increment period subject to clause 100, the Manager, in consultation with the Area General Manager may make application to the General Manager, People and Bus Systems to grant a two-step increment. All cases must be fully documented with supporting reasons.

102. Filling of Authorised Positions

102.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised Position.

102.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

103. Salary Movement Linked to Promotion & Acting in Higher Grade

103.1. Where an employee is promoted, or acts in a higher graded position, the employee will receive either:

103.1.1. The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or

103.1.2. Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.

103.2. The employer may offer a salary greater than that provided in sub-clauses 103.1.1 and 103.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the General Manager, People and Bus Systems agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

103.3. The experience, ability and qualifications of the employee warrant a salary higher than that applying in sub-clauses 103.1.1 and 103.1.2, or

103.4. The employee's current rate of pay is already close to, or above, that provided in sub-clauses 103.1.1 and 103.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A**Senior Officers' Pay Rates**

Includes 2.38% increase applied 1 January 2015

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	81,094	83,917	86,941	90,322	94,245
B	93,363	96,443	99,775	103,424	107,380
C	104,108	107,517	111,236	115,163	119,414
D	115,672	119,462	123,524	128,140	133,137
E	127,243	131,473	136,346	141,644	147,496
F	141,291	145,987	151,216	156,941	163,326
G	154,343	159,790	165,757	172,029	178,981

Includes 2.5% increase applied 1 January 2016

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	83,122	86,015	89,115	92,580	96,601
B	95,697	98,854	102,270	106,010	110,065
C	106,711	110,205	114,017	118,042	122,399
D	118,564	122,449	126,612	131,343	136,465
E	130,424	134,760	139,754	145,185	151,183
F	144,823	149,636	154,997	160,865	167,409
G	158,202	163,784	169,901	176,330	183,455

Includes 2.5% increase applied 1 January 2017

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	85,200	88,165	91,342	94,894	99,016
B	98,090	101,235	104,827	108,660	112,816
C	109,379	112,960	116,867	120,993	125,459
D	121,528	125,510	129,777	134,627	139,877
E	133,685	138,129	143,248	148,814	154,963
F	148,443	153,377	158,872	164,887	171,594
G	162,157	167,879	174,149	180,738	188,042

These rates do not include the Industry Allowance

SCHEDULE B**Salaried Officers' Pay rates**

Increases	2.38%	2.50%	2.50%
Clerk Grade 1	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$42,916	\$43,989	\$45,088
2nd year	\$44,806	\$45,926	\$47,074
3rd year	\$46,291	\$47,448	\$48,635
4th year	\$48,197	\$49,402	\$50,637
5th year	\$49,481	\$50,718	\$51,986
6th year	\$50,965	\$52,239	\$53,545
Clerk Grade 2	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$51,684	\$52,977	\$54,301
2nd year	\$52,405	\$53,715	\$55,058
Clerk Grade 3	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$53,325	\$54,658	\$56,024
2nd year	\$54,628	\$55,994	\$57,393
3rd year	\$55,519	\$56,907	\$58,329
Clerk Grade 4	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$56,619	\$58,035	\$59,486
2nd year	\$58,084	\$59,536	\$61,025
3rd year	\$59,660	\$61,151	\$62,680
Clerk Grade 5	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$60,935	\$62,458	\$64,019
2nd year	\$63,316	\$64,899	\$66,521
3rd year	\$65,267	\$66,899	\$68,571
Clerk Grade 6	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$66,554	\$68,218	\$69,923
2nd year	\$68,394	\$70,104	\$71,856
3rd year	\$70,976	\$72,750	\$74,569
Clerk Grade Special	1-Jan-15	1-Jan-16	1-Jan-17
1st year	\$72,252	\$74,058	\$75,909
2nd year	\$76,073	\$77,975	\$79,925
3rd year	\$79,936	\$81,935	\$83,983

These rates do not include the Industry Allowance

SCHEDULE C**ALLOWANCES**

Item	Description	1-Jan-2015 \$	1-Jan-2016 \$	1-Jan-2017 \$
	Wage Increases	2.38%	2.50%	2.50%
1	Shift Work Allowance			
	Afternoon Shift	3.39	3.47	3.56
	Night Shift	3.93	4.03	4.13
	Early Morning Shift	3.39	3.47	3.56
2	Shift Work Loading	2.59	2.65	2.53
3	Industry Allowance	2,464	2,526	2,589
4	Uniform Allowance			
	Complimentary Initial Issue	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 Hat 1 Rain set		
	Annual uniform allowance (paid on an annual or six monthly basis) is equivalent to the cost of purchasing	2 trousers 3 shirts 1 jacket		
Note: Personal Protective Equipments (PPE) is subject to State Transit Fair Wear and Tear policy				

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2015 - 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Catchment Authority.

(No. IRC 794 of 2014)

Before Commissioner Tabbaa

26 November 2014

VARIATION

1. Delete paragraph (a) of subclause 2.1 of clause 2, Title, Application and Duration of the award published July 2014 (376 I.G. 553) and insert in lieu thereof the following:
 - (a) This Award shall be known as the Sydney Catchment Authority Consolidated Award 2015 - 2016.

2. Delete subclause 2.3 of the said clause 2, and insert in lieu thereof the following:
 - 2.3 Commencement and duration
 - (a) This Award shall take effect from the 1 December 2014 and shall remain in force thereafter for a period of 12 months.
 - (b) The award rescinds and replaces the Sydney Catchment Authority Consolidated Award 2014 - 2015.

3. Delete subclause (i) of clause 3, Definitions and insert in lieu thereof the following:
 - (i) "Previous Award" means the Sydney Catchment Authority Consolidated Award 2014-2015

4. Delete subclause (a) of clause 10, Rates of Pay, and insert in lieu thereof the following:
 - (a) The rates of pay rounded to the nearest dollar, applicable to each Grade shown in Column 1 and pay points shown in Column 2 at Schedule 1 to this Award, reflect the increases specified below:

Date of Salary Variation - to commence on or after	Percentage Increase in rate of pay
1 July 2012	2.5%
1 July 2013	2.27%
1 July 2014	2.27%
1 July 2015	2.5%

5. Delete subclause (b) of clause 41, Overtime Meal Allowances and insert in lieu thereof the following:
 - (b) The amount of meal allowance will be adjusted in line with adjustments made to the reasonable amounts for the overtime meal allowance determined by the Australian Taxation Office from time to time, rounded to the nearest five (5) cents. The amounts of meal allowance at the time the Award is varied are as follows:

Sub Clause	Meal No	Meal Type	Variation Date 1 July 2012	Variation Date 1 July 2013	Variation Date 1 July 2014
41(b)(i)	1	Breakfast	\$14.35	\$14.65	\$14.90
41(b)(ii)	2	Lunch	\$18.80	\$19.20	\$19.55
41(b)(iii)	3	Dinner	\$27.10	\$27.70	\$28.20
41(b)(iv)	4	Supper	\$13.25	\$13.55	\$13.80

6. Delete subclause (a) of clause 42 and insert in lieu thereof the following:

- (a) An employee engaged in on-ground fire fighting, including on-ground hazard reduction burning, will be paid an allowance per hour, as outlined in Schedule 2 Summary- Allowances for the hours they are so engaged in fighting fires, as follows:

	From 1 July 2012	From 1 July 2013	From July 2014	From 1 July 2015
Allowance	\$1.72	\$1.80	\$1.84	\$1.89

7. Delete subclause (a) of clause 44, First Aid Allowance and insert in lieu thereof the following:

- (a) An employee who possesses a current recognised first aid certificate and a continuing ability to undertake first aid responsibilities and who has been appointed as a First Aid Employee will be paid a flat rate allowance per fortnight for the duration of the appointment, as outlined in Schedule 2 Summary- Allowances, as follows:

	From 1 July 2012	From 1 July 2013	From 1 July 2014	From 1 July 2015
Allowance	\$26.92	\$28.22	\$28.86	\$29.58

8. Delete Schedule 1, Rates of Pay and insert in lieu thereof the following:

SCHEDULE 1 - RATES OF PAY

Award Sub-clause 10(a)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Grade	Pay Point	2.5% First pay on or after 1 July 2012	2.27% First pay on or after 1 July 2013	2.27% First pay on or after 1 July 2014	2.5% First pay on or after 1 July 2015
Grade 19	19.4	\$191,836	\$196,191	\$200,645	\$205,661
	19.3	\$188,072	\$192,341	\$196,707	\$201,625
	19.2	\$184,385	\$188,571	\$192,852	\$197,673
	19.1	\$180,769	\$184,872	\$189,069	\$193,796
Grade 18	18.4	\$177,225	\$181,248	\$185,362	\$189,996
	18.3	\$173,751	\$177,695	\$181,729	\$186,272
	18.2	\$170,344	\$174,211	\$178,166	\$182,620
	18.1	\$167,004	\$170,795	\$174,672	\$179,039
Grade 17	17.4	\$163,728	\$167,445	\$171,246	\$175,527
	17.3	\$160,518	\$164,162	\$167,888	\$172,085
	17.2	\$157,370	\$160,942	\$164,595	\$168,710
	17.1	\$154,285	\$157,787	\$161,369	\$165,403
Grade 16	16.4	\$151,260	\$154,694	\$158,206	\$162,161
	16.3	\$148,294	\$151,660	\$155,103	\$158,981
	16.2	\$145,387	\$148,687	\$152,062	\$155,864
	16.1	\$142,535	\$145,771	\$149,080	\$152,807

Grade 15	15.4	\$139,741	\$142,913	\$146,157	\$149,811
	15.3	\$137,000	\$140,110	\$143,290	\$146,872
	15.2	\$134,315	\$137,364	\$140,482	\$143,994
	15.1	\$131,681	\$134,670	\$137,727	\$141,170
Grade 14	14.4	\$129,099	\$132,030	\$135,027	\$138,403
	14.3	\$126,567	\$129,440	\$132,378	\$135,687
	14.2	\$124,087	\$126,904	\$129,785	\$133,030
	14.1	\$121,651	\$124,412	\$127,236	\$130,417
Grade 13	13.4	\$119,267	\$121,974	\$124,743	\$127,862
	13.3	\$116,929	\$119,583	\$122,298	\$125,355
	13.2	\$114,636	\$117,238	\$119,899	\$122,896
	13.1	\$112,387	\$114,938	\$117,547	\$120,486
Grade 12	12.4	\$110,183	\$112,684	\$115,242	\$118,123
	12.3	\$108,024	\$110,476	\$112,984	\$115,809
	12.2	\$105,907	\$108,311	\$110,770	\$113,539
	12.1	\$103,829	\$106,186	\$108,596	\$111,311
Grade 11	11.4	\$101,792	\$104,103	\$106,466	\$109,128
	11.3	\$99,797	\$102,062	\$104,379	\$106,988
	11.2	\$97,841	\$100,062	\$102,333	\$104,891
	11.1	\$95,923	\$98,100	\$100,327	\$102,835
Grade 10	10.4	\$94,042	\$96,177	\$98,360	\$100,819
	10.3	\$92,197	\$94,290	\$96,430	\$98,841
	10.2	\$90,390	\$92,442	\$94,540	\$96,904
	10.1	\$88,616	\$90,628	\$92,685	\$95,002
Grade 9	9.4	\$86,880	\$88,852	\$90,869	\$93,141
	9.3	\$85,176	\$87,109	\$89,086	\$91,313
	9.2	\$83,505	\$85,401	\$87,340	\$89,524
	9.1	\$81,868	\$83,726	\$85,627	\$87,768
Grade 8	8.4	\$80,263	\$82,085	\$83,948	\$86,047
	8.3	\$78,689	\$80,475	\$82,302	\$84,360
	8.2	\$77,147	\$78,898	\$80,689	\$82,706
	8.1	\$75,634	\$77,351	\$79,107	\$81,085
Grade 7	7.4	\$74,151	\$75,834	\$77,555	\$79,494
	7.3	\$72,698	\$74,348	\$76,036	\$77,937
	7.2	\$71,271	\$72,889	\$74,544	\$76,408
	7.1	\$69,875	\$71,461	\$73,083	\$74,910
Grade 6	6.4	\$68,504	\$70,059	\$71,649	\$73,440
	6.3	\$67,160	\$68,685	\$70,244	\$72,000
	6.2	\$65,845	\$67,340	\$68,869	\$70,591
	6.1	\$64,552	\$66,017	\$67,516	\$69,204
Grade 5	5.4	\$63,288	\$64,725	\$66,194	\$67,849
	5.3	\$62,045	\$63,453	\$64,893	\$66,515
	5.2	\$60,829	\$62,210	\$63,622	\$65,213
	5.1	\$59,638	\$60,992	\$62,377	\$63,936
Grade 4	4.4	\$58,467	\$59,794	\$61,151	\$62,680
	4.3	\$57,322	\$58,623	\$59,954	\$61,453
	4.2	\$56,197	\$57,473	\$58,778	\$60,247
	4.1	\$55,096	\$56,347	\$57,626	\$59,067
Grade 3	3.4	\$54,013	\$55,239	\$56,493	\$57,905
	3.3	\$52,956	\$54,158	\$55,387	\$56,772
	3.2	\$51,918	\$53,097	\$54,302	\$55,660
	3.1	\$50,900	\$52,055	\$53,237	\$54,568
Grade 2	2.4	\$49,902	\$51,035	\$52,193	\$53,498
	2.3	\$48,923	\$50,034	\$51,170	\$52,449

	2.2	\$47,963	\$49,052	\$50,165	\$51,419
	2.1	\$47,023	\$48,090	\$49,182	\$50,412
Grade 1	1.10	\$46,101	\$47,147	\$48,217	\$49,422
	1.9	\$45,198	\$46,224	\$47,273	\$48,455
	1.8	\$44,311	\$45,317	\$46,346	\$47,505
	1.7	\$43,442	\$44,428	\$45,437	\$46,573
	1.6	\$42,591	\$43,558	\$44,547	\$45,661
	1.5	\$41,756	\$42,704	\$43,673	\$44,765
	1.4	\$40,939	\$41,868	\$42,818	\$43,888
	1.3	\$40,134	\$41,045	\$41,977	\$43,026
	1.2	\$39,347	\$40,240	\$41,153	\$42,182
	1.1	\$38,576	\$39,452	\$40,348	\$41,357

9. Delete the first table in Schedule 2, Summary Allowances and replace with:

Clause	Allowance	2.5% First pay on or after 1 July 2012	2.27% First pay on or after 1 July 2013	2.27% First pay on or after 1 July 2014	2.5% First pay on or after 1 July 2015
Cl.42	Fire Fighting	\$1.76 per hour	\$1.80 per hour	\$1.84 per hour	\$1.89 per hour
Cl. 44 (a)	First Aid	\$27.59 per fortnight	\$28.22 Per fortnight	\$28.86 per fortnight	\$29.58 per fortnight
Cl. 45	Community Language (A) Base Level	\$1,122.66 p.a	\$1,148.14 pa	\$1,174.20 p.a	\$1203.56 p.a
Cl. 45	Community Language (B) High Level	\$1,683.89 p.a	\$1,722.11 pa	\$1,761.20 p.a	\$1805.23 p.a

10. This variation shall apply on and from 26 November 2014.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY OLYMPIC PARK AUTHORITY MANAGED SPORTS VENUES AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 823 of 2014)

Before Commissioner Newall

10 December 2014

VARIATION

- Delete Part B of the award as made and published 4 July 2014 (376 I.G. 630) and insert in lieu thereof the following:

PART B

Table 1 - Rates of Pay for Full-Time Classifications under Clause 5.1

Classification Level	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	38,892	39,864
Level 2	43,743	44,837
Level 3	48,613	49,828
Level 4	58,319	59,777

Table 2 - Hourly Rates of Pay for Casual Employees under Clause 5.2

Classification Level	Hourly Rates from the first pay period on or after 1 July 2014 (2.27%) \$	Hourly Rates from the first pay period on or after 1 July 2015 (2.50%) \$
Level A	22.70	23.30
Level B	24.30	24.90
Level C	25.80	26.40

Table 3 - Hourly Rates of Pay for Sports Centre Casual Event Staff Employees under clause 5.3

Classification Level	Monday to Sunday from the first pay period on or after 1 July 2014 (2.27%) \$	Public Holidays from the first pay period on or after 1 July 2014 (2.27%) \$	Monday to Sunday from the first pay period on or after 1 July 2015 (2.50%) \$	Public Holidays from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	21.60	45.00	22.10	46.10
Level 2	23.20	48.40	23.80	49.60
Level 3	25.80	53.70	26.40	55.00
Level 4	30.70	63.90	31.50	65.50

Table 4 - Rates of Pay for Full-Time Classifications under Clause 5.4

Classification Level	Salary from the first pay period on or after 16 December 2012 \$	Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Salary from the first pay period on or after 1 July 2015 (2.50%) \$
Level 1	614.10	628.00	643.70
Level 2	633.60	648.00	664.20
Level 3	659.90	674.90	691.80
Level 4	682.50	698.00	715.50
Level 5	723.90	740.30	758.80
Level 6	797.90	816.00	836.40

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 5 - Other Rates and Allowances for Classifications under Clause 5.4

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first pay period on or after 1 July 2014 (2.27%) \$	Amount Per Week Salary from the first pay period on or after 1 July 2015 (2.5%) \$
1	4.6 (a)	Supervisory loadings - up to 5 employees	26.30 per week	27.00 per week
2	4.6 (b)	Supervisory loadings - 6 to 10 employees	35.80 per week	36.70 per week
3	4.6 (c)	Supervisory loadings - 11 or more employees	48.20 per week	49.40 per week
4	4.7	First-aid allowance	12.40 per week 2.45 per shift	12.70 per week 2.50 per shift
5	4.8	Broken Shift Allowance	13.20 per day	13.55 per day

This variation shall take effect from 10 December 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

**TEACHERS' (NSW HEALTH EARLY CHILDHOOD SERVICE
CENTRES) SALARIES AND MISCELLANEOUS CONDITIONS
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 880 of 2014)

Before Commissioner Newall

12 January 2015

VARIATION

1. Delete existing clause 8, No Extra Claims of the award published 5 October 2012 (374 I.G. 1495) and insert in lieu thereof the following:
 - 8.1 The parties agree that, up to 31 August 2015, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
 - 8.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
2. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

The following minimum annual salaries shall apply from the beginning of the first full pay period specified in each column respectively:

Classification/ Incremental Salary Step	1 September 2014 (2.31%) per annum \$
Three Years Trained Teachers	
Step 1	49,859
Step 2	52,397
Step 3	55,136
Step 4	57,667
Step 5	60,333
Step 6	63,208
Step 7	64,797
Step 8	66,374
Step 9	69,017
Step 10	71,777
Step 11	73,710

Four Years Trained Teachers	
Step 1	53,016
Step 2	56,300
Step 3	59,468
Step 4	62,979
Step 5	66,243
Step 6	69,017
Step 7	71,777
Step 8	74,887
Step 9	77,881

Table 2 - Director's Allowance (3.1)

Units	1 September 2014 (2.31%) per annum \$
1	5,567
2	6,792
3	8,479
4	10,592

Table 3 - Nominated Supervisor's Allowance (Clause 3.2)

Units	1 September 2014 (2.31%) per annum \$
1	1,808
2	2,207
3	2,761
4	3,450

3. This variation shall take effect from 1 September 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

(1918)

SERIAL C8271

**THE CROWN EMPLOYEES (OFFICE OF FINANCE AND SERVICES -
WASTE ASSETS MANAGEMENT CORPORATION) OPERATION
AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Finance and Services.

(No. IRC 818 of 2014)

Before Commissioner Newall

2 December 2014

VARIATION

1. Delete the title "THE CROWN EMPLOYEES (DEPARTMENT OF FINANCE AND SERVICES - WASTE ASSETS MANAGEMENT CORPORATION) OPERATION AWARD 2014", of the award published 9 May 2014 (Vol. 376 I.G. 244), and insert in lieu of thereof the following:

THE CROWN EMPLOYEES (OFFICE OF FINANCE AND SERVICES - WASTE ASSETS MANAGEMENT CORPORATION) OPERATION AWARD 2014.

2. Delete clause 1, Title, and insert in lieu of thereof the following:

1. Title

This award shall be known as the Crown Employees (Office of Finance and Services - Waste Assets Management Corporation) Operations Award 2014.

3. In clause 2, Definitions, delete the paragraph "'Employer" means the Department of Finance and Services, Waste Assets Management Corporation", and insert in lieu of thereof the following:

"Employer" means the Office of Finance and Services, Waste Assets Management Corporation.

4. In clause 3, Parties to the Award, delete the words 'Department of Finance and Services' and insert in lieu of thereof the following:

Office of Finance and Services

5. In clause 30, Workplace Health, Safety and Environment Commitment, delete the word "Department" and insert in lieu of thereof the word "Agency".

6. Delete subclause 33.1 of clause 33, Grievance and Dispute Handling Procedures, and insert in lieu of thereof the following:

33.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Agency, if required.

7. Delete subclause 33.10 of the said clause 33, and insert in lieu of thereof the following:

33.10 The staff member, Union, Agency and IR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

8. Delete subclause 35.1 of clause 35, Area, Incidence and Duration, and insert in lieu of thereof the following:

35.1 This award applies to all staff of the Office of Finance and Services attached to the Waste Assets Management Corporation in the classifications listed in Table 1 and Table 2 of Part B, Monetary Rates.

9. Delete Part B, Money Rates and insert in lieu of thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay - Landfills

Employees in the classifications set out below shall be paid in accordance with the wages table below.

Classification - Grade Includes those employees engaged in the operations associated with transfer stations.		Weekly rate First Full pay period on or after 14 September 2014
Depot Hand - 1	Litter control, cleaning, pump operation, Litter control, cleaning, pump operation, customer service, traffic control, operator in training, leachate, stormwater wheel wash resource recovery. and general duties	\$969.66
Operator - 2	All previous + competent packer & fixed plant operation	\$972.48
Operator - 3	All previous + ticketed and assessed to operate: loader / backhoe or excavator less than or equal to a manufacturer's classification of 10 tonnes or a trainee docker or forklift or skid steer or telescopic loader < a manufacturer's classification of 3.5 tonnes or tractor/slasher and associated attachments.	\$985.23
Operator - 4	All previous + excavator greater than a manufacturer's classification of 10 tonnes and less than or equal to a manufacturer's classification of 20 tonnes	\$999.51
Operator - 5	All previous + Shredder Operator	\$1,019.49
Operator - 6	Ticketed and assessed for dozers up to Caterpillar 09 or equivalent capacity, graders, dump trucks, compactors, rollers, scrapers, excavator greater than a manufacturer's classification of 20 tonnes	\$1,207.70
Operator - 7	All the above + operate dozers equal to or larger than a Caterpillar 010 or equivalent capacity.	\$1,217.17
Weighbridge		
Weighbridge Trainee - 1	Trainee weighbridge, checklist requirements	\$932.36
Weighbridge - 3	Weighbridge Operator, including data entry	\$985.24
Weighbridge - 5	Weighbridge operator- additional duties including all of: ordering, run sheet/data input, site fuel control, training (not including induction training) compliance and data entry, contacting replacement employees.	\$1,019.49
Allowances - supervisory allowances subject to operational and commercial requirements		
Leading Hand	Paid when having direct responsibility for over 3 and up to 8 other employees. In order to receive this allowance, any employee required to perform the duties of Leading Hand will be required to be the first point of contact for issues that arise during the working day. The Leading Hand will determine appropriate action or seek advice from a Supervisor or Manager if unclear as to an appropriate action to take.	\$33.30 pw

Assistant Supervisor	Paid when having direct responsibility for over 8 employees. In order to receive this allowance, any employee required to perform the role of Assistant Supervisor will have most (if not all) of the competencies to perform the roles under their supervision and has the relevant licences required to perform this role; or has demonstrated ability to attain these competencies within a defined time. The duties of an Assistant Supervisor include: <ul style="list-style-type: none"> • Provide a first point of contact for issues that arise; • Assist with the delegation of work; • Assist with reporting, incident investigations; • Assist with ensuring adherence to WAMC's customer service standards; • Support the application of safety standards in the work area 	\$66.61 pw
Site Supervisor	Paid at the highest applicable rate for the group of employees that is being supervised and weekly allowance. To receive this allowance, any employee required to perform the duties of Supervisor has all the competencies to perform the roles under their supervision and has the relevant licences required to perform this role. The duties of a Supervisor include but are not limited to: <ul style="list-style-type: none"> • Delegate work on a day-to-day basis; • Carry out tasks such as reporting, incident investigations; • Oversee adherence to WAMC's customer service standards; • Ensure safety standards are applied in the work area; • General administrative functions 	\$166.52 pw

*These rates are all-inclusive of all rates and allowances specified in the Waste Management Award 2010.

*All employees are required to perform the duties applicable to their level of work, as well as work of lower classifications from time to time.

Payments:

Over the term of this Award WAMC will pay the applicable Weekly Base Rate from the first full pay period commencing on or after the dates in this schedule based upon employees commitment to implement productivity and operational improvements from the first full pay period commencing on or after the dates in this table.

Productivity and Operational Improvements:

Employees and Management will work together to achieve the following specific targets, without increasing resources;

1. An improvement in Lost Time Injury Frequency Rate (LTIFR) to <10;
2. Improved Resource Recovery;
3. Achieve the targeted compaction rate for the site;
4. Achieve targeted turnaround times of <20 minutes at landfill operations.

Operational Improvements which shall include but are not limited to:-

5. Employees will work with management to implement health and safety programs to avoid lost time. These initiatives will include but are not limited to:
 - a. Verbally report all Injuries on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
 - b. Verbally reporting all incidents on the day of occurrence to the immediate Supervisor / Manager prior to the employee ceasing duty,
 - c. participating in OH&S consultative committees,
 - d. advising treating doctors of WAMC's return to work programs,
 - e. working with management to prepare return to work programs in the event of a lost time incident;
 - f. being available to meet with the supervisor/Manager for injury / incident discussion prior to ceasing duty (except where urgent medical attention is required).
6. Employees will support WAMC's Integrated Management System.
7. Work with management to achieve compaction targets for each landfill. Where applicable utilize new technology to monitor compaction and modify work practices for operating machinery to achieve targeted compaction rates.

Table 2 - Rates of Pay WAMC Engineering Trades

WAMC Classification Level	Weekly Rate
Leading Hand Mechanic	\$1,378.62
Mechanic	\$1,378.62
Trades Assistant	\$985.43

These rates are all inclusive and cover all allowances and special rates covered in previous agreements and awards, unless otherwise specified in this Award.

Table 3 Allowances

Allowances		Weekly amount
Mechanic Supervisor	Responsible for supervising a designated work group, allocating and controlling work and completing necessary administrative tasks.	\$109.34 per week
Tool Maintenance	Supply and maintain a personal toolkit to the level agreed with the supervisor	\$21.87 per week
Meal Allowance	This allowance is paid when a meal allowance is required in accordance with this Award	\$14.54 per meal period
First Aid Allowance	This allowance is paid to nominated employees who are trained and qualified to render first aid.	\$17.94 per week

Explanatory Notes in relation to Tables 1 - 3:

- All rates in Tables 1 and 2 incorporate the Disability Allowance and Additional Sick Leave Allowances.

10. This variation shall take effect from the beginning of the first pay period commencing on or after 14 September 2014.

P. J. NEWALL, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 937 of 2013)

Before Commissioner Stanton

17 July 2014

VARIATION

1. Delete from clause 1, Definitions of the contract determination published 24 October 1997 (301 I.G. 1082):the definition of "The Act" and insert in lieu thereof the following:

"The Act" means the Industrial Relations Act 1996.

2. Delete from the said clause 1 the definition of "Large Material" and insert in lieu thereof the following:

"Large Material" means material 76.2 cm gauge or over, measured at its maximum dimension (being rock, concrete, tree stumps, footings or R.S.J.s, etc.)

3. Delete from the said clause 1 the definition of ""Sydney City Area" and insert in lieu thereof the following:

"Sydney City Area" means the area in Central Sydney bounded by City Road, Cleveland Street, Dowling Street, McLachlan Avenue, Waratah Street, Elizabeth Bay and Harbour foreshore to Pyrmont Bridge Road at Blackwattle Bay, and Wentworth Park Road, to Broadway."

4. Delete from the said clause 1 the definition of "Union" and insert in lieu thereof the following:

""Union" means the Transport Workers' Union of New South Wales (registered under the Act as an Association of Contract Carriers)."

5. Delete subclause 3.5 of clause 3, Kilometre Rates, and renumber subsequent subclauses accordingly.

6. Delete subclause 5.1, 5.2, and 5.3 of clause 5, Other Rates and renumber subsequent subclauses accordingly.

7. Delete from clause 6, Payments Included in the Rates, the words:

"all paid public holidays as provided for in the Transport Industry Interim (State) Award published 17 July 1992 (270 I.G. 611), as varied"

and insert in lieu thereof the following:

"all public holidays as provided for by applicable legislation"

8. Delete subclause 9.2 of clause 9, Personnel, and insert in lieu thereof the following:

- 9.2 Drivers employed by contract carriers pursuant to clause 8.1 - Minimum Hire, must be employed at least under the minimum terms and conditions (whether governed by legislation or industrial instrument) that apply to the driver's employment.

9. Delete paragraph 13.2.4 of subclause 13.2 of clause 13, Settlement of Disputes, and insert in lieu thereof the following:

13.2.4 If the matter remains unresolved, notification may be made to the Industrial Relations Commission of New South Wales by either party under the terms of the Act.

10. Delete from clause 21, Area, Incidence and Duration, the words "Roads and Traffic Authority" and replace with "Roads and Maritime Services"

11. Delete Part B - Rates of Remuneration and insert in lieu thereof the following:

PART B

RATES OF REMUNERATION

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	7 Axles (\$)
1. Loading Rate	18.029	28.073	34.096	40.568	43.687	47.466
1A. Extra capacity (per cubic metre)	3.107	3.107	3.107	3.107	3.107	3.107
2. Kilometre Rate (0-8)	4.534	7.063	8.577	10.206	10.988	11.941
2A. Extra Capacity (per cubic metre)	0.782	0.782	0.782	0.782	0.782	0.782
3. Kilometre Rate (over 8-25)	4.195	6.534	7.938	9.443	10.172	11.052
3A. Extra Capacity (per cubic metre)	0.724	0.724	0.724	0.724	0.724	0.724
4. Kilometre Rate (over 25)	3.30	3.30	3.30	3.30	3.30	3.30
4A. Extra Capacity (per cubic metre)	0.672	0.672	0.672	0.672	0.672	0.672
5. Hourly Rate	59.112	92.044	111.831	132.956	143.187	162.926
6A. Extra Capacity (per cubic metre)	10.225	10.225	10.225	10.225	10.225	10.225

12. Delete table A, Benchmarks of Part C - Rise and Fall Formula, and insert in lieu thereof the following:

A. Benchmarks

Cost Component	Benchmark (Percentage Increase of Costs)
Labour	Road Transport and Distribution Award, as varied, Transport Worker Grade 4
Fuel	BP Terminal Gate Price for Diesel Fuel Sydney. Average over 1 month immediately preceding an application to vary the Determination
Repairs and Maintenance	CPI index for the "Transportation Group, Private Motoring, Motor vehicle repair and servicing in Sydney"
Tyres	The average cost of the sum of the following tyres, or if discontinued, the relevant replacement tyres: i. Good Year 295/80R22.5 ii. Dunlop 295/80R22.5
Insurance	The average cost of the sum of indicative insurance quotes from Jardine Lloyd Thompson Pty Ltd for the two vehicles and trailer in the "Depreciation" benchmark.
Registration & Third Party	Roads and Maritime Services set cost for a 3 axle truck and 3 axle dog trailer.

Depreciation	Index based on the total of the recommended retail price of the following vehicles: i. Kenworth T409SAW; and ii. Mack Granite; divided by 2, plus the cost of the following trailer: i. 3 axle "Hardox Dog Trailer"
Interest	Rate specified by the Reserve Bank of Australia under "Lending Rates; Small Business: Variable: Other; Overdraft". This rate can be found at www.rba.gov.au/statistics/tables
Sundries	Index for CPI - All Groups for Sydney

13. Delete table B. Weightings for Cost Components of the said Part C and insert in lieu thereof the following:

B. Weightings for Cost Components

Cost Component	Percentage of Total Cost
Repairs and Maintenance	16.2
Fuel	12.5
Tyres	6.3
Insurance	5.3
Registration	2.5
Depreciation	14.4
Labour	31.7
Interest	7.8
Sundries	3.3
Total	100

14. This variation shall operate from the beginning of the first full pay period to commence on or after 15 August 2014.

J. D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 529 of 2014)

Before Commissioner Tabbaa

17 November 2014

VARIATION

1. Delete Table One and Table Two of Schedule 1 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

Table One - Vehicle Rates

(Where the Commonwealth Government's fuel tax credit subsidy ('the subsidy) is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes						
2 TO 5 Tonnes	36.81	43.29	32.32	46.43	25.93	46.49
5 TO 8 Tonnes	43.53	59.91	37.01	60.18	27.84	60.22
8 TO 10 Tonnes	50.88	73.25	42.19	74.09	35.69	74.12
10 TO 12 Tonnes	68.02	103.12	53.39	101.97	43.38	102.10
12 TO 14 Tonnes	88.21	129.63	66.70	129.58	52.33	129.73
14 Tonnes +	98.33	153.84	73.54	152.48	56.12	152.66
Single Axle Prime Mover	71.24	139.95	55.78	140.59	45.52	140.71
Bogie Axle Prime Mover	101.04	161.07	75.50	160.95	57.51	161.12

Table Two - Vehicle Rates

(Where the Commonwealth Government's fuel tax credit subsidy ('the subsidy) does not apply)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles Carrying Capacity	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	32.54	42.56	28.10	43.09		
2 to 5 Tonnes	36.81	49.00	32.28	49.08	25.93	49.14
5 to 8 Tonnes	43.53	63.08	36.96	63.53	27.84	60.21
8 to 10 Tonnes	50.88	76.64	42.12	77.97	35.69	74.25
10 to 12 Tonnes	68.02	108.71	53.32	106.61	43.38	102.56
12 to 14 Tonnes	88.21	136.28	66.60	136.50	52.33	129.78

14 Tonnes +	98.33	162.38	73.43	160.21	56.12	152.96
Single Axle Prime Mover	71.25	147.36	55.71	148.36	45.52	140.72
Bogie Axle Prime Mover	101.04	169.54	75.40	169.36	57.51	161.32

2. Delete 12(d) of Schedule 2 and insert in lieu thereof the following:

(d) The fuel index, reflecting the rate as at 21 September 2014, is 154.8 cents per litre. This index is exclusive of GST.

3. Delete Schedule 3 and insert in lieu thereof the following:

SCHEDULE 3

Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$19.75 per day
Dual Axle	\$25.89 per day
Tri Axle	\$31.85 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$4.01 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.01 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity: \$4.80 per day

Up to and including 6,000 lbs. capacity: \$6.57 per day.

Side-Loading Devices:

\$21.18 per day

4. Delete the table appearing in 2(c) of Schedule 4 and insert in lieu thereof the following:

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	47.27	47.87
Not less than 10 and not greater than 12 tonnes	57.61	58.33
Not less than 12 and not greater than 14 tonnes	69.11	70.15
Not less than 14 tonnes	76.18	77.39
Single Axle Prime Mover	65.26	66.45
Bogie Axle Prime Mover	78.45	79.77

5. Delete the table appearing in 3, Trailer Allowance of Schedule 4 and insert in lieu thereof the following:

40 ft Skel trailer	\$52.20 per day
40 ft General Purpose trailer	\$52.20 per day
Dog or Pig trailer	\$39.07 per day
Pup trailer	\$26.10 per day
20 ft Skel trailer	\$46.99 per day

6. Delete the table appearing in 4, Towing rates of Schedule 4 and insert in lieu thereof the following:

40 ft trailer	\$2.73 per hour
Dog/Pig trailer	\$5.35 per hour
Pup trailer	\$3.94 per hour

7. This variation shall take effect from the first full pay period to commence on or after 15 December 2014.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA14/13 - Penrith City Council Sick Leave Enterprise Agreement 2014 - 2017

Made Between: Penrith City Council -&- the Local Government Engineers' Association of NSW, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 13 November 2014.

Description of Employees: The agreement applies to all employees employed by Penrith City Council, located at 601 High Street Penrith NSW 2750, who were employed in a permanent capacity at Council as at 6 April 1993, and who have been continuously employed on a permanent basis by Council since that date, and who were entitled to payment of accumulated sick leave on resignation, retirement, death, termination for any reason, or entering into a Senior Staff Contract .

Nominal Term: 36 Months.

EA15/1 - Natural Resources Commission (Staff Agency) Enterprise Agreement 2014 - 2017

Made Between: Natural Resources Commission -&- Karen Aason, Jeff Bell, Alex Benecke, Di Bentley, Carla Bissett, John Blanch, Emma Collins, Amy Dula, Mary Goodacre, Maree Leonard, Marie Lodge, Ria Pryce, Jessica Rossell, Avtar Singh, Lauren Tapp, Jacquie Tracey.

New/Variation: Replaces EA12/2.

Approval and Commencement Date: Approved 18 December 2014 and commenced 1 January 2015.

Description of Employees: The agreement applies to all employees employed by Natural Resources Commission Level 10, 15 Castlereagh Street Sydney NSW 2000 who are permanently or temporarily employed by the NRC under Part 4 of the GSE Act, and shall include staff who are engaged on a part-time basis to regularly work less than the weekly hours worked by a staff member engaged in ongoing employment. Staff engaged on a part-time basis shall receive all the entitlements of this agreement on a pro-rata basis.

Nominal Term: 36 Months.