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28 March 2014

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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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**INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

**PRESIDENT**

The Honourable Justice M. J. WALTON\*

**MEMBERS**

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The Honourable Justice C. G. STAFF\*

The Honourable Justice A. F. BACKMAN\*

The Honourable Acting Justice R. P. BOLAND\*

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Commissioner P. J. NEWALL

**INDUSTRIAL REGISTRAR**

Mr M. GRIMSON

**ACTING DEPUTY INDUSTRIAL REGISTRAR**

Ms L. HOURIGAN

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\* 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.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.



**CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL  
STAFF) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 968 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete subclause 3.10 of clause 3, Salaries, of the award published 31 August 2001, (327 I.G. 399), and reprinted 27 January 2012, and insert in lieu thereof the following:
  - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (a) any equivalent over-award payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B**  
**MONETARY RATES**

**Table 1 - Salaries**

Classification	Wage Rate as from 16.12.2010 per week \$	% Change	2011 Adjustment per week \$	% Change	2012 adjustment per week \$	% Change	2013 adjustment per week \$
Scientific Officer							
1st year of service	762.60	3.4	788.50	2.9	811.40	2.6	832.50
2nd year of service	782.90	3.4	809.50	2.9	833.00	2.6	854.70
3rd year of service	817.30	3.4	845.10	2.9	869.60	2.6	892.20
4th year of service	858.30	3.4	887.50	2.9	913.20	2.6	936.90
5th year of service	902.20	3.4	932.90	2.9	960.00	2.6	985.00
6th year of service	943.30	3.4	975.40	2.9	1,003.70	2.6	1,029.80
7th year of service	976.00	3.4	1,009.20	2.9	1,038.50	2.6	1,065.50
8th year of service & thereafter	1,000.60	3.4	1,034.60	2.9	1,064.60	2.6	1,092.30
Senior Scientific Officer							
1st year of service	1,059.80	3.4	1,095.80	2.9	1,127.60	2.6	1,156.90
2nd year of service	1,088.20	3.4	1,125.20	2.9	1,157.80	2.6	1,187.90
3rd year of service	1,112.50	3.4	1,150.30	2.9	1,183.70	2.6	1,214.50
4th year of service	1,136.80	3.4	1,175.50	2.9	1,209.60	2.6	1,241.00
5th year of service	1,162.20	3.4	1,201.70	2.9	1,236.50	2.6	1,268.60
6th year of service	1,194.20	3.4	1,234.80	2.9	1,270.60	2.6	1,303.60
7th year of service	1,223.80	3.4	1,265.40	2.9	1,302.10	2.6	1,336.00
8th year of service & thereafter	1,249.40	3.4	1,291.90	2.9	1,329.40	2.6	1,364.00
Senior Scientific Officer in Charge							
In charge of a section of a laboratory							
1st year	1,059.80	3.4	1,095.80	2.9	1,127.60	2.6	1,156.90
2nd year	1,088.20	3.4	1,125.20	2.9	1,157.80	2.6	1,187.90
3rd year & thereafter	1,112.50	3.4	1,150.30	2.9	1,183.70	2.6	1,214.50
In charge of a laboratory of an agency having an ADA of							
Less than 200 ADA						2.6	0.00
1st year	1,136.80	3.4	1,175.50	2.9	1,209.60	2.6	1,241.00
2nd year	1,162.20	3.4	1,201.70	2.9	1,236.50	2.6	1,268.60



3rd year & thereafter	1,194.20	3.4	1,234.80	2.9	1,270.60	2.6	1,303.60
More that 200 ADA		3.4				2.6	0.00
1st year	1,194.20	3.4	1,234.80	2.9	1,270.60	2.6	1,303.60
2nd year	1,223.90	3.4	1,265.50	2.9	1,302.20	2.6	1,336.10
3rd year & thereafter	1,249.40	3.4	1,291.90	2.9	1,329.40	2.6	1,364.00
Principal Scientific Officer							
1st year of service	1,283.40	3.4	1,327.00	2.9	1,365.50	2.6	1,401.00
2nd year of service	1,310.10	3.4	1,354.60	2.9	1,393.90	2.6	1,430.10
3rd year of service	1,339.40	3.4	1,384.90	2.9	1,425.10	2.6	1,462.20
4th year of service	1,366.20	3.4	1,412.70	2.9	1,453.70	2.6	1,491.50
5th year of service	1,393.80	3.4	1,441.20	2.9	1,483.00	2.6	1,521.60
6th year of service	1,421.60	3.4	1,469.90	2.9	1,512.50	2.6	1,551.80
7th year of service	1,449.30	3.4	1,498.60	2.9	1,542.10	2.6	1,582.20
8th year of service	1,477.30	3.4	1,527.50	2.9	1,571.80	2.6	1,612.70
9th year of service	1,504.70	3.4	1,555.90	2.9	1,601.00	2.6	1,642.60
10th year of service & thereafter	1,533.40	3.4	1,585.50	2.9	1,631.50	2.6	1,673.90
Trainee Scientific Officer							
1st year of service	513.60	3.4	531.10	2.9	546.50	2.6	560.70
2nd year of service	561.80	3.4	580.90	2.9	597.70	2.6	613.20
3rd year of service	584.80	3.4	604.70	2.9	622.20	2.6	638.40
4th year of service	638.10	3.4	659.80	2.9	678.90	2.6	696.60
5th year of service	693.70	3.4	717.30	2.9	738.10	2.6	757.30
6th year of service	738.80	3.4	763.90	2.9	786.10	2.6	806.50
Medical Records Administrator							
Grade 1	752.80	3.4	778.40	2.9	801.00	2.6	821.80
Grade 2	764.20	3.4	790.20	2.9	813.10	2.6	834.20
Grade 3	775.30	3.4	801.70	2.9	824.90	2.6	846.30
Grade 4	785.90	3.4	812.60	2.9	836.20	2.6	857.90
Grade 5	800.50	3.4	827.70	2.9	851.70	2.6	873.80
Grade 6	812.90	3.4	840.50	2.9	864.90	2.6	887.40
Grade 7	826.90	3.4	855.00	2.9	879.80	2.6	902.70
Grade 8	860.30	3.4	889.60	2.9	915.40	2.6	939.20
Nurse Counsellor							
1st year of service	752.60	3.4	778.20	2.9	800.80	2.6	821.60
2nd year of service	778.10	3.4	804.60	2.9	827.90	2.6	849.40
3rd year of service	812.90	3.4	840.50	2.9	864.90	2.6	887.40
4th year of service	844.40	3.4	873.10	2.9	898.40	2.6	921.80

5th year of service	881.10	3.4	911.10	2.9	937.50	2.6	961.90
6th year of service	911.40	3.4	942.40	2.9	969.70	2.6	994.90
7th year of service	937.40	3.4	969.30	2.9	997.40	2.6	1,023.30
8th year of service	960.00	3.4	992.60	2.9	1,021.40	2.6	1,048.00
9th year of service	996.00	3.4	1,029.90	2.9	1,059.80	2.6	1,087.40
Dental Officer							
On appointment							
Less than 2 years' service	861.50	3.4	890.80	2.9	916.60	2.6	940.40
with 2 and less than 4 years' service	916.30	3.4	947.50	2.9	975.00	2.6	1,000.40
with 4 and less than 5 years' service	966.50	3.4	999.40	2.9	1,028.40	2.6	1,055.10
with 5 or more years' service	1,024.50	3.4	1,059.30	2.9	1,090.00	2.6	1,118.30
on completion of 12 months on maximum of scale-							
1st year	1,082.90	3.4	1,119.70	2.9	1,152.20	2.6	1,182.20
2nd year	1,138.10	3.4	1,176.80	2.9	1,210.90	2.6	1,242.40
Senior Dentist							
1st year	1,171.00	3.4	1,210.80	2.9	1,245.90	2.6	1,278.30
2nd year	1,202.80	3.4	1,243.70	2.9	1,279.80	2.6	1,313.10
Dental Chairside Assistant							
1st year of service	452.00	3.4	467.40	2.9	481.00	2.6	493.50
2nd year of service	485.50	3.4	502.00	2.9	516.60	2.6	530.00
3rd year of service	517.00	3.4	534.60	2.9	550.10	2.6	564.40
4th year of service	553.80	3.4	572.60	2.9	589.20	2.6	604.50
5th year of service	582.80	3.4	602.60	2.9	620.10	2.6	636.20
6th year of service	619.30	3.4	640.40	2.9	659.00	2.6	676.10
7th year of service	634.50	3.4	656.10	2.9	675.10	2.6	692.70
8th year of service	643.30	3.4	665.20	2.9	684.50	2.6	702.30
9th year of service	651.50	3.4	673.70	2.9	693.20	2.6	711.20
Dietitians							
General Scale							
1st year of service	782.90	3.4	809.50	2.9	833.00	2.6	854.70
2nd year of service	817.30	3.4	845.10	2.9	869.60	2.6	892.20
3rd year of service	858.30	3.4	887.50	2.9	913.20	2.6	936.90
4th year of service	902.20	3.4	932.90	2.9	960.00	2.6	985.00
5th year of service	943.30	3.4	975.40	2.9	1,003.70	2.6	1,029.80
6th year of service	976.00	3.4	1,009.20	2.9	1,038.50	2.6	1,065.50
7th year of service	1,000.60	3.4	1,034.60	2.9	1,064.60	2.6	1,092.30
Grade 1							

1st year	1,059.80	3.4	1,095.80	2.9	1,127.60	2.6	1,156.90
2nd year	1,088.20	3.4	1,125.20	2.9	1,157.80	2.6	1,187.90
Therapists (other than Speech Pathologists) Salaries							
1st year of service	762.60	3.4	788.50	2.9	811.40	2.6	832.50
2nd year of service	782.90	3.4	809.50	2.9	833.00	2.6	854.70
3rd year of service	817.30	3.4	845.10	2.9	869.60	2.6	892.20
4th year of service	858.30	3.4	887.50	2.9	913.20	2.6	936.90
5th year of service	902.20	3.4	932.90	2.9	960.00	2.6	985.00
6th year of service	943.30	3.4	975.40	2.9	1,003.70	2.6	1,029.80
7th year of service	976.00	3.4	1,009.20	2.9	1,038.50	2.6	1,065.50
8th year of service & thereafter	1,000.60	3.4	1,034.60	2.9	1,064.60	2.6	1,092.30
Speech Pathologists							
1st year of service	762.60	3.4	788.50	2.9	811.40	2.6	832.50
2nd year of service	782.90	3.4	809.50	2.9	833.00	2.6	854.70
3rd year of service	817.30	3.4	845.10	2.9	869.60	2.6	892.20
4th year of service	858.30	3.4	887.50	2.9	913.20	2.6	936.90
5th year of service	902.20	3.4	932.90	2.9	960.00	2.6	985.00
6th year of service	943.30	3.4	975.40	2.9	1,003.70	2.6	1,029.80
7th year of service	976.00	3.4	1,009.20	2.9	1,038.50	2.6	1,065.50
8th year of service & thereafter	1,000.60	3.4	1,034.60	2.9	1,064.60	2.6	1,092.30
Audiologists							
1st year of service	746.20	3.4	771.60	2.9	794.00	2.6	814.60
2nd year of service	771.80	3.4	798.00	2.9	821.10	2.6	842.40
3rd year of service	806.80	3.4	834.20	2.9	858.40	2.6	880.70
4th year of service	840.60	3.4	869.20	2.9	894.40	2.6	917.70
5th year of service	876.50	3.4	906.30	2.9	932.60	2.6	956.80
6th year of service	910.10	3.4	941.00	2.9	968.30	2.6	993.50
7th year of service	937.10	3.4	969.00	2.9	997.10	2.6	1,023.00
8th year of service	963.40	3.4	996.20	2.9	1,025.10	2.6	1,051.80
9th year of service	995.60	3.4	1,029.50	2.9	1,059.40	2.6	1,086.90
Psychologists							
1st year of service	747.00	3.4	772.40	2.9	794.80	2.6	815.50
2nd year of service	772.20	3.4	798.50	2.9	821.70	2.6	843.10
3rd year of service	806.30	3.4	833.70	2.9	857.90	2.6	880.20
4th year of service	839.20	3.4	867.70	2.9	892.90	2.6	916.10
5th year of service	875.60	3.4	905.40	2.9	931.70	2.6	955.90
6th year of service	909.50	3.4	940.40	2.9	967.70	2.6	992.90

7th year of service	936.10	3.4	967.90	2.9	996.00	2.6	1,021.90
8th year of service	994.80	3.4	1,028.60	2.9	1,058.40	2.6	1,085.90
Clinical Psychologists							
1st year of service	962.30	3.4	995.00	2.9	1,023.90	2.6	1,050.50
2nd year of service	1,009.30	3.4	1,043.60	2.9	1,073.90	2.6	1,101.80
3rd year of service	1,052.80	3.4	1,088.60	2.9	1,120.20	2.6	1,149.30
4th year of service	1,100.20	3.4	1,137.60	2.9	1,170.60	2.6	1,201.00
5th year of service	1,143.90	3.4	1,182.80	2.9	1,217.10	2.6	1,248.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 16.12.10 \$	2011 Adjustment 3.4% \$	2012 Adjustment 2.9% \$	2013 Adjustment 2.6% \$
1	3.1(d)	Qualification Allowance	41.40	42.81	44.05	45.20
2	3.8(c)	Audiologist's Allowance	51.20	52.94	54.48	55.90
3	3.7(c)	In Charge Allowance				
		-in charge of 1-5 other therapists of the same discipline	118.00	122.01	125.55	128.81
		-in charge of 6-9 other therapists of the same discipline	158.40	163.79	168.54	172.92
		-in charge of 10-19 other therapists of the same discipline	191.90	198.42	204.17	209.48
		-in charge of 20 or more other therapists of the same discipline	226.30	233.99	240.78	247.04
4	3.7(c)	Senior Assistant's Allowance	23.40	24.20	24.90	25.55
5	3.7(c)	Location responsibility Allowance				
		-Responsible for 4-5 other therapists of the same discipline	47.10	48.70	50.11	51.41
		-Responsible for 6-9 other therapists of the same discipline	69.50	71.86	73.94	75.86
		-Responsible for 10 or more other therapists of the same discipline	86.70	89.65	92.25	94.65
6	3.7(c)	Sole Therapist's Allowance	34.40	35.57	36.60	37.55
7	7.2	Scientific Officers -On-Call Allowance (per on-call)	12.40	12.82	13.19	13.53
8	7.3	Therapists - On-Call Allowance				
		(per on-call)	8.20	8.48	8.73	8.96
		(per week)	41.10	42.50	43.73	44.87
9	7.4	Medical Records Administrators - On-Call Allowance				
		(per on-call)	8.20	8.48	8.73	8.96
		(per week)	41.10	42.50	43.73	44.87
10	10.2(a)	Breakfast Allowance * (per shift)	6.00	6.21	6.33	6.47
11	10.2(b)	Evening Meal Allowance * (per shift)	10.00	10.35	10.56	10.79

12	10.2(c)	Luncheon Allowance * (per shift)	8.00	8.28	8.45	8.64
12	21.2	Travelling Allowance * (per Kilometer)	0.526	0.55	0.56	0.57
13	22.3	Uniform Allowance * (per week)	1.66	1.72	1.75	1.79
14	22.4	laundry Allowance * (per week)	0.94	0.97	0.99	1.01

Note: Allowances marked \* increased by 2.2% CPI

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 14 November 2013.

R. P. BOLAND , *Acting Justice*

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Printed by the authority of the Industrial Registrar.

**CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES  
(STATE) AWARD 2003**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 970 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete subclause (iv) of clause 5, Wages, of the award published 7 May 2004 (344 I.G. 331) and reprinted 27 January 2012 (372 I.G. 62), as varied, and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (i) Any equivalent over award payments, and/or
    - (ii) Award wage increases other than State Wage Case adjustments
2. Delete Table 1 and 2 of Part B of the said award and insert in lieu thereof the following:

**Table 1 - Monetary Rates**

	Wage Rate as at 16.12.2010 per/week \$	% Change	2011 Adjustment p/week 3.4% \$	% Change	2012 Adjustment p/week 2.9% \$	% Change	2013 Adjustment p/week 2.6% \$
Care Service Employees							
New Entrant Grade 1 Junior	567.20	3.4.	586.50	2.9.	603.50	2.6	619.20
Grade 1	662.10	3.4.	684.60	2.9.	704.50	2.6	722.80
Grade 2	703.70	3.4.	727.60	2.9.	748.70	2.6	768.20
Grade 3	745.80	3.4.	771.20	2.9.	793.60	2.6	814.20
Grade 4							
- Level 1	784.60	3.4.	811.30	2.9.	834.80	2.6	856.50
- Level 2	851.50	3.4.	880.50	2.9.	906.00	2.6	929.60
Grade 5 from	908.30	3.4.	939.20	2.9.	966.40	2.6	991.50
to	1,342.10	3.4.	1,387.70	2.9.	1,427.90	2.6	1,465.00

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Wage Rate as at 16.12.2010 per/week \$	% Change	2011 Adjustment p/week 3.4% \$	% Change	2012 Adjustment p/week 2.9% \$	% Change	2013 Adjustment p/week 2.6% \$
Maintenance Supervisors							
Maintenance Supervisor (Otherwise)	779.10	3.4	805.60	2.9	829.00	2.6	850.60
Maintenance Supervisor (Otherwise)							
- in charge of staff	795.90	3.4	823.00	2.9	846.90	2.6	868.90
Maintenance Supervisor (Tradesperson)	844.80	3.4	873.50	2.9	898.80	2.6	922.20

Catering Officer							
Trainee Catering Officer							
1st year	689.20	3.4	712.60	2.9	733.30	2.6	752.40
2nd year	701.70	3.4	725.60	2.9	746.60	2.6	766.00
3rd year	716.00	3.4	740.30	2.9	761.80	2.6	781.60
Assistant Catering Officer							
80-120 beds	722.90	3.4	747.50	2.9	769.20	2.6	789.20
120-300 beds	770.00	3.4	796.20	2.9	819.30	2.6	840.60
300-500 beds	826.10	3.4	854.20	2.9	879.00	2.6	901.90
500-1000 beds	848.30	3.4	877.10	2.9	902.50	2.6	926.00
Catering Officer							
80-120 beds	804.10	3.4	831.40	2.9	855.50	2.6	877.70
120-200 beds	826.10	3.4	854.20	2.9	879.00	2.6	901.90
200-300 beds	848.30	3.4	877.10	2.9	902.50	2.6	926.00
300-500 beds	890.60	3.4	920.90	2.9	947.60	2.6	972.20
500-1000 beds	961.30	3.4	994.00	2.9	1,022.80	2.6	1,049.40
Diversional Therapist							
1st year of experience	719.10	3.4	743.50	2.9	765.10	2.6	785.00
2nd year of experience	754.90	3.4	780.60	2.9	803.20	2.6	824.10
3rd year of experience	790.20	3.4	817.10	2.9	840.80	2.6	862.70
4th year of experience	825.60	3.4	853.70	2.9	878.50	2.6	901.30
5th year of experience and thereafter	859.40	3.4	888.60	2.9	914.40	2.6	938.20
Apprentices							
Apprentice Cook							
1st year	447.50	3.4	462.70	2.9	476.20	2.6	488.60
2nd year	615.30	3.4	636.20	2.9	654.70	2.6	671.70
3rd year	689.90	3.4	713.40	2.9	734.10	2.6	753.20
Apprentice Gardener							
1st year	372.90	3.4	385.60	2.9	396.80	2.6	407.10
2nd year	447.50	3.4	462.70	2.9	476.20	2.6	488.60
3rd year	596.60	3.4	617.00	2.9	634.90	2.6	651.40
4th year	671.20	3.4	694.10	2.9	714.20	2.6	732.80
Homecare Employees							
Homecare Employee							
Grade 1	666.10	3.4	688.70	2.9	708.70	2.6	727.10
Grade 2	698.70	3.4	722.50	2.9	743.50	2.6	762.80
Grade 3	747.00	3.4	772.40	2.9	794.80	2.6	815.50



Live-in Housekeeper							
Grade 1	865.90	3.4	895.30	2.9	921.30	2.6	945.30
Grade 2	978.20	3.4	1,011.50	2.9	1,040.90	2.6	1,068.00
Grade 3	1,133.50	3.4	1,172.00	2.9	1,206.10	2.6	1,237.50
Clerical & Administrative Employees							
Juniors							
At 16 years of age and under	362.20	3.4	374.50	2.9	385.40	2.6	395.40
At 17 years of age	410.50	3.4	424.50	2.9	436.80	2.6	448.20
At 18 years of age	470.80	3.4	486.80	2.9	500.90	2.6	513.90
At 19 years of age	530.40	3.4	548.40	2.9	564.30	2.6	579.00
At 20 years of age	584.80	3.4	604.70	2.9	622.20	2.6	638.40
Adults							
Grade 1	714.60	3.4	738.90	2.9	760.30	2.6	780.10
Grade 2	757.20	3.4	782.90	2.9	805.60	2.6	826.50
Grade 3	801.50	3.4	828.80	2.9	852.80	2.6	875.00
Grade 4	837.00	3.4	865.50	2.9	890.60	2.6	913.80
Grade 5	874.90	3.4	904.60	2.9	930.80	2.6	955.00

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description		Current Rate \$	% Change	2011 Adjustment \$	% Change	2012 Adjustment \$	% Change	2013 Adjustment \$
1	9(xi)(c)	Broken Shift	per shift	8.45	3.4	8.74	2.9	8.99	2.6	9.22
2	9(iii)(a)	Overtime - Breakfast *	per meal	11.41	3.5	11.81	2.0	12.05	2.2	12.32
3	9(iii)(b)	Overtime - Luncheon *	per meal	14.75	3.5	15.27	2.0	15.57	2.2	15.91
4	9(iii)(c)	Overtime - Evening Meal *	per meal	21.53	3.5	22.28	2.0	22.73	2.2	23.23
5	10(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.31	3.5	0.32	2.0	0.33	2.2	0.34
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	13.76	3.4	14.23	2.9	14.64	2.6	15.02

7	14(i)	Climatic & Isolation Allowance	per week	5.48	3.4	5.67	2.9	5.83	2.6	5.98
8	14(ii)	Climatic & Isolation Allowance	per week	10.35	3.4	10.70	2.9	11.01	2.6	11.30
9	17(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.52	3.4	0.54	2.9	0.56	2.6	0.57
10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.83	3.4	0.86	2.9	0.88	2.6	0.90
11	17(iii)	Linen Handling - Nauseous Nature	per hour	0.25	3.4	0.26	2.9	0.27	2.6	0.28
12	17(v)	Use of own vehicle	per week	0.58	3.4	0.60	2.9	0.62	2.6	0.64
13	17(ix)	Laundry & Dry Cleaning certificate Allowance	per week	9.11	3.4	9.42	2.9	9.69	2.6	9.94
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	22.41	3.4	23.17	2.9	23.84	2.6	24.46
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	32.04	3.4	33.13	2.9	34.09	2.6	34.98
26	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	40.46	3.4	41.84	2.9	43.05	2.6	44.17
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	49.42	3.4	51.10	2.9	52.58	2.6	53.95
18	30(i)(c)	Uniform Allowance *	per week	5.84	3.5	6.04	2.0	6.17	2.2	6.31
19	30(i)(d)	Special Type Shoes Allowance *	per week	1.81	3.5	1.87	2.0	1.91	2.2	1.95
20	30(i)(e)	Cardigan or Jumper Allowance *	per week	1.74	3.5	1.80	2.0	1.84	2.2	1.88
21	30(i)(f)	laundry Allowance - Uniform *	per week	4.85	3.5	5.02	2.0	5.12	2.2	5.223
22	31(ii)(d)	Sleepover Allowance	per shift	40.00	3.4	41.36	2.9	42.56	2.6	43.67
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	1.87	3.4	1.90	2.9	1.99	2.6	2.04

Note: Allowances marked \* increased by 2.2% CPI for 2013

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 14 November 2013.

R. P. BOLAND, *Acting Justice*

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**CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 971 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete subclause (iii) in clause 5, Wages, of the award published 21 June 2002 and reprinted 27 January 2012 (372 I.G. 127) and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (i) Any equivalent over award payments, and/or
    - (ii) Award wage increases other than State Wage Case adjustments
2. Delete Table 1 and 2 in Part B of the said award and insert in lieu thereof the following:

**Table 1 - Monetary Rates**

	Wage Rate as at 16.12.2010 per/week \$	% Change	2011 Adjustment p/week 3.4% \$	% Change	2012 Adjustment p/week 2.9% \$	% Change	2013 Adjustment p/week 2.6% \$
Care Service Employees							
New Entrant Grade 1 Junior	567.20	3.4.	586.50	2.9.	603.50	2.6	619.20
Grade 1	662.10	3.4.	684.60	2.9.	704.50	2.6	722.80
Grade 2	703.70	3.4.	727.60	2.9.	748.70	2.6	768.20
Grade 3	745.80	3.4.	771.20	2.9.	793.60	2.6	814.20
Grade 4							
- Level 1	784.60	3.4.	811.30	2.9.	834.80	2.6	856.50
- Level 2	851.50	3.4.	880.50	2.9.	906.00	2.6	929.60
Grade 5 from	908.30	3.4.	939.20	2.9.	966.40	2.6	991.50
to	1,342.10	3.4.	1,387.70	2.9.	1,427.90	2.6	1,465.00

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Wage Rate as at 16.12.2010 per/week \$	% Change	2011 Adjustment p/week 3.4% \$	% Change	2012 Adjustment p/week 2.9% \$	% Change	2013 Adjustment p/week 2.6% \$
Maintenance Supervisors							
Maintenance Supervisor (Otherwise)	779.10	3.4	805.60	2.9	829.00	2.6	850.60
Maintenance Supervisor (Otherwise) - in charge of staff	795.90	3.4	823.00	2.9	846.90	2.6	868.90
Maintenance Supervisor (Tradesperson)	844.80	3.4	873.50	2.9	898.80	2.6	922.20

Catering Officer							
Trainee Catering Officer							
1st year	689.20	3.4	712.60	2.9	733.30	2.6	752.40
2nd year	701.70	3.4	725.60	2.9	746.60	2.6	766.00
3rd year	716.00	3.4	740.30	2.9	761.80	2.6	781.60
Assistant Catering Officer							
80-120 beds	722.90	3.4	747.50	2.9	769.20	2.6	789.20
120-300 beds	770.00	3.4	796.20	2.9	819.30	2.6	840.60
300-500 beds	826.10	3.4	854.20	2.9	879.00	2.6	901.90
500-1000 beds	848.30	3.4	877.10	2.9	902.50	2.6	926.00
Catering Officer							
80-120 beds	804.10	3.4	831.40	2.9	855.50	2.6	877.70
120-200 beds	826.10	3.4	854.20	2.9	879.00	2.6	901.90
200-300 beds	848.30	3.4	877.10	2.9	902.50	2.6	926.00
300-500 beds	890.60	3.4	920.90	2.9	947.60	2.6	972.20
500-1000 beds	961.30	3.4	994.00	2.9	1,022.80	2.6	1,049.40
Diversional Therapist							
1st year of experience	719.10	3.4	743.50	2.9	765.10	2.6	785.00
2nd year of experience	754.90	3.4	780.60	2.9	803.20	2.6	824.10
3rd year of experience	790.20	3.4	817.10	2.9	840.80	2.6	862.70
4th year of experience	825.60	3.4	853.70	2.9	878.50	2.6	901.30
5th year of experience and thereafter	859.40	3.4	888.60	2.9	914.40	2.6	938.20
Apprentices							
Apprentice Cook							
1st year	447.50	3.4	462.70	2.9	476.20	2.6	488.60
2nd year	615.30	3.4	636.20	2.9	654.70	2.6	671.70
3rd year	689.90	3.4	713.40	2.9	734.10	2.6	753.20
Apprentice Gardener							
1st year	372.90	3.4	385.60	2.9	396.80	2.6	407.10
2nd year	447.50	3.4	462.70	2.9	476.20	2.6	488.60
3rd year	596.60	3.4	617.00	2.9	634.90	2.6	651.40
4th year	671.20	3.4	694.10	2.9	714.20	2.6	732.80
Homecare Employees							
Homecare Employee							
Grade 1	666.10	3.4	688.70	2.9	708.70	2.6	727.10
Grade 2	698.70	3.4	722.50	2.9	743.50	2.6	762.80
Grade 3	747.00	3.4	772.40	2.9	794.80	2.6	815.50

Live-in Housekeeper							
Grade 1	865.90	3.4	895.30	2.9	921.30	2.6	945.30
Grade 2	978.20	3.4	1,011.50	2.9	1,040.90	2.6	1,068.00
Grade 3	1,133.50	3.4	1,172.00	2.9	1,206.10	2.6	1,237.50
Clerical & Administrative Employees							
Juniors							
At 16 years of age and under	362.20	3.4	374.50	2.9	385.40	2.6	395.40
At 17 years of age	410.50	3.4	424.50	2.9	436.80	2.6	448.20
At 18 years of age	470.80	3.4	486.80	2.9	500.90	2.6	513.90
At 19 years of age	530.40	3.4	548.40	2.9	564.30	2.6	579.00
At 20 years of age	584.80	3.4	604.70	2.9	622.20	2.6	638.40
Adults							
Grade 1	714.60	3.4	738.90	2.9	760.30	2.6	780.10
Grade 2	757.20	3.4	782.90	2.9	805.60	2.6	826.50
Grade 3	801.50	3.4	828.80	2.9	852.80	2.6	875.00
Grade 4	837.00	3.4	865.50	2.9	890.60	2.6	913.80
Grade 5	874.90	3.4	904.60	2.9	930.80	2.6	955.00

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description		Current Rate \$	% Change	2011 Adjustment \$	% Change	2012 Adjustment \$	% Change	2013 Adjustment \$
1	9(xi)(c)	Broken Shift	per shift	8.45	3.4	8.74	2.9	8.99	2.6	9.22
2	9(iii)(a)	Overtime - Breakfast *	per meal	11.41	3.5	11.81	2.0	12.05	2.2	12.32
3	9(iii)(b)	Overtime - Luncheon *	per meal	14.75	3.5	15.27	2.0	15.57	2.2	15.91
4	9(iii)(c)	Overtime - Evening Meal *	per meal	21.53	3.5	22.28	2.0	22.73	2.2	23.23
5	10(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.31	3.5	0.32	2.0	0.33	2.2	0.34
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	13.76	3.4	14.23	2.9	14.64	2.6	15.02

7	14(i)	Climatic & Isolation Allowance	per week	5.48	3.4	5.67	2.9	5.83	2.6	5.98
8	14(ii)	Climatic & Isolation Allowance	per week	10.35	3.4	10.70	2.9	11.01	2.6	11.30
9	17(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.52	3.4	0.54	2.9	0.56	2.6	0.57
10	17(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.83	3.4	0.86	2.9	0.88	2.6	0.90
11	17(iii)	Linen Handling - Nauseous Nature	per hour	0.25	3.4	0.26	2.9	0.27	2.6	0.28
12	17(v)	Use of own vehicle	per week	0.58	3.4	0.60	2.9	0.62	2.6	0.64
13	17(ix)	Laundry & Dry Cleaning certificate Allowance	per week	9.11	3.4	9.42	2.9	9.69	2.6	9.94
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	22.41	3.4	23.17	2.9	23.84	2.6	24.46
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	32.04	3.4	33.13	2.9	34.09	2.6	34.98
26	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	40.46	3.4	41.84	2.9	43.05	2.6	44.17
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	49.42	3.4	51.10	2.9	52.58	2.6	53.95
18	30(i)(c)	Uniform Allowance *	per week	5.84	3.5	6.04	2.0	6.17	2.2	6.31
19	30(i)(d)	Special Type Shoes Allowance *	per week	1.81	3.5	1.87	2.0	1.91	2.2	1.95
20	30(i)(e)	Cardigan or Jumper Allowance *	per week	1.74	3.5	1.80	2.0	1.84	2.2	1.88
21	30(i)(f)	laundry Allowance - Uniform *	per week	4.85	3.5	5.02	2.0	5.12	2.2	5.223
22	31(ii)(d)	Sleepover Allowance	per shift	40.00	3.4	41.36	2.9	42.56	2.6	43.67
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	1.87	3.4	1.90	2.9	1.99	2.6	2.04

Note: Allowances marked \* increased by 2.2% CPI for 2013

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 14 November 2013.

R. P. BOLAND , *Acting Justice*

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## CROWN EMPLOYEES (FIRE AND RESCUE NSW TRADESPERSONS) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(Nos. IRC 610 of 2013 and IRC 99 of 2014)

Before The Honourable Justice Walton, President

4 March 2014

### VARIATION

1. Delete subclause 50.2 of clause 50, No Extra Claims of the award published 29 June 2012 (372 I.G. 923) and insert the following:
  - 50.2 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- Wages**

Classifications from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award

Clause 4, Rates of pay Classification	From 1/07/2011 + 2.5% per week \$	From 1/07/2012 +2.5% per week \$	From 16/7/2013 + +2.27% per week \$
(a) Electrical Department - Automotive Electrical	938.60	962.10	983.90
Battery Fitter	938.60	962.10	983.90
Electrical Fitter	938.60	962.10	983.90
Trades Assistant (Electrical Department)	753.70	772.50	790.00
Labourer-General (Electrical Department)	607.00	622.20	636.30
(b) Workshops Department - Blacksmith/Welder	889.10	911.30	932.00
Bodymaker	879.90	901.90	922.40
Draughtsperson - 1st year	812.80	833.10	852.00
- 2nd year	849.00	870.20	890.00
- 3rd year	889.10	911.30	932.00
- 4th year	938.60	962.10	983.90
- thereafter	982.90	1007.50	1030.40
Welder	889.10	911.30	932.00
Fitter and/or Turner	855.70	877.10	897.00
Motor Mechanic	879.90	901.90	922.40
Motor Trimmer	879.90	901.90	922.40
Painter (Vehicle)	879.90	901.90	922.40
Panel Beater	879.90	901.90	922.40



Signwriter (Vehicle)	855.70	877.10	897.00
Trades assistant (Mechanical Workshops)	727.10	745.30	762.20
Labourer - General (Mechanical Workshops)	607.00	622.20	636.30
(c) Boot Factory - Bootmaker	849.00	870.20	890.00
(d) Building Maintenance Department - Draughtsperson Building services	938.60		
- 1st year	955.90	962.10	983.90
- 2nd year	973.30	979.80	1002.00
- 3rd year	990.70	997.60	1020.20
- 4th year	1,017.80	1015.50	1038.60
- thereafter		1043.30	1067.00
Plumber	889.10	911.30	932.00
Bricklayer	879.90	901.90	922.40
Carpenter	879.90	901.90	922.40
Painter	879.90	901.90	922.40
Plasterer	879.90	901.90	922.40
Labourer - Builders	864.20	885.80	905.90
(e) Cleaner -	778.70	798.20	816.30
Stores Assistant	819.80	840.30	859.40
Sailmaker	855.70	877.10	897.00
(h) Hose Repair Department - Hose Assembler and Repairer	812.80	833.10	852.00

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Classifications from NSW Fire Brigades Maintenance and Miscellaneous Staff  
Enterprise Agreement 2008**

	1/07/2011 +2.5% per week \$	1/07/2012 +2.5% per week \$	16/7/2013 + +2.27% per week \$
<b>COMMUNICATION SECTION</b>			
Electronic Technician			
- 1st year	1211.00	1241.30	1269.50
- 2nd year	1247.60	1278.80	1307.80
- 3rd year	1269.80	1301.60	1331.10
- 4th year	1296.70	1329.10	1359.30
Instrument Maker	1070.30	1097.10	1122.00
Radio Mechanic	1021.90	1047.50	1071.30
Telephone Mechanic	1021.90	1047.50	1071.30
Electronic Tradesperson	1173.80	1203.20	1230.50
Electrical Mechanic	1021.90	1047.50	1071.30
Trades Assistant	820.90	841.40	860.50

	1/07/2011 +2.5% per week \$	1/07/2012 +2.5% per week \$	16/7/2013 + +2.27% per week \$
<b>FLEET SECTION</b>			
Fire Vehicle Repairer			
- 1st Year	1035.40	1061.30	1085.40
- Thereafter* (Rate = 1st Year + FEA)	1105.00	1132.60	1158.30
Trades Assistant	791.90	811.70	830.10

\*inclusive of the Fire Equipment Allowance after 12 months continuous service.

	1/07/2011 +2.5% per week \$	1/07/2012 +2.5% per week \$	16/7/2013 + +2.27% per week \$
<b>APPRENTICES**</b>	\$	\$	
- 1st year	414.60	425.00	434.60
- 2nd year (Rate = 2nd Year + NT FEA)	597.10	612.00	625.90
- 3rd year (Rate = 3rd Year + NT FEA)	750.30	769.10	786.60
- 4th year (Rate = 4th Year + NT FEA)	857.30	878.70	898.60
Adult (Rate = Adult + NT FEA)	857.30	878.70	898.60

\*\* inclusive in rate after 12 months continuous service an apprentice receives the (Non Trades Staff) Fire Equipment Allowance.

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Table 2 - Other Rates and Allowances**

**from the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award**

Item	Clause 10, Additional Wage Rates	As at 01/07/2011 +2.5% \$	As at 01/07/2012 +2.5% \$	As at 16/7/2013+ +2.27% \$
1	10.1 Electricians: An electrician who is the holder of A Grade Licence (per week) B Grade Licence (per week)	41.50 22.30	42.50 23.00	43.50 23.50
2	10.2 Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this Award (per hour)	0.78	0.80	0.81
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.10	1.13	1.15
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.10	1.13	1.15
5	10.3.3 When required to act on a Drainers Licence (per hour)	0.90	0.92	0.94
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.46	1.50	1.53
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.46	1.50	1.53
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.46	1.50	1.53
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	1.98	2.03	2.07
10	10.5 Electric Welding Certificate (per hour)	0.62	0.64	0.65
11	10.6 Computing Quantities (per day)	4.91	5.03	5.14
12	10.7 Certificate of Registration (per hour)	0.65	0.67	0.68
Clause 20. Special Rates				
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.74	0.76	0.77
14	20.4 Hot Places (per hour)	0.66	0.68	0.69
15	20.6 Wet Places - Water other than rain (per hour)	0.66	0.68	0.69
16	20.6.2 Plumber in the rain (per hour)	0.66	0.68	0.69
17	20.6.3 Knee deep water/mud (per day)	5.37	5.50	5.62

18	20.7 Swinging Scaffolds for the first four hours or any portion thereof, and For each hour thereafter	4.92 1.00	5.04 1.03	5.15 1.05
19	20.8 Plasterers working on swing scaffold (per hour)	0.16	0.16	0.16
20	20.10 Roof work (per hour)	0.84	0.86	0.87
21	20.11 Electric Welding (per hour)	0.25	0.26	0.26
22	20.12 Explosive Powered Tools (per day)	2.26	2.32	2.37
23	20.13 Scaffolding Rigging (per hour)	0.66	0.68	0.69
24	20.16 Distant Places- 20.16.1 West and North of State Highway 17 etc (per day) 20.16.2 Western Division (per day) 20.16.3 Snowy River to Dalgety etc (per day)	1.01 1.65 1.65	1.04 1.69 1.69	1.06 1.73 1.73
25	20.18 Painters - burning off paint and applying the first coat (per hour)	0.65	0.67	0.68
Clause 20.22 Chokages				
26	Chokages (per day or part of a day)	6.96	7.13	7.29

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

**Table 3 - Allowances**

**from NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008**

Item	ALLOWANCES	1/07/2011 +2.5% \$	1/07/2012 +2.5% \$	16/7/2013+ +2.27% \$
1	Team Leader Allowance (per week)	155.60	159.50	163.10
2	Technician Allowance (per week)	130.40	133.70	136.70
3	Heavy Vehicle Inspectors Allowance (per day)	1.91	1.96	2.00
4	On Call Allowance - Monday to Friday (per day)	18.45	18.91	19.34
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	28.09	28.79	29.44

Item	Clause 20, SPECIAL RATES	1/07/2011 +2.5% per hour \$	1/07/2012 +2.5% per hour \$	16/7/2013+ +2.27% per hour \$
1	20.1.1 Confined Spaces	0.88	0.90	0.92
2	20.1.2 Dirty Work	0.75	0.77	0.78
3	20.3.1 Height Pay - 7.5 metres	0.80	0.82	0.83
4	20.3.1 Height Pay - every metre beyond	0.25	0.26	0.26
5	20.5 Insulation Material	0.75	0.77	0.78
6	20.5 Insulation Material - if Silicate	0.88	0.90	0.92
7	20.9 Spray Applications	0.75	0.77	0.78
8	20.17.1 Applying Noxious Substances - Epoxy	0.88	0.90	0.92
9	20.17.2 Applying Noxious Substances - Air Conditioning	0.58	0.59	0.60
10	20.17.4 Applying Noxious Substances - Close Proximity	0.73	0.75	0.76
11	20.20 Asbestos Eradication	2.45	2.51	2.56

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Clause 16, TOOL ALLOWANCES	1/07/2011 per week \$	16/7/2013 per week \$
Bodymaker	27.80	27.80
Motor Mechanic	27.80	27.80
Painter(Vehicle)	6.80	6.80
Panel Beater	27.80	27.80
Automotive Electrician	27.80	27.80
Electronic Technician	14.70	14.70
Instrument Maker	14.70	14.70
Radio Mechanic	14.70	14.70
Telephone Mechanic	14.70	14.70
Fitter	27.80	27.80
Electronic Tradesperson	14.70	14.70
Apprentices	per week \$	per week \$
Motor Mechanic	27.80	27.80
Automotive Electrician	27.80	27.80
Fitter	27.80	27.80
Electronic Technician	14.70	14.70

The 2011 rates are based on the successor Award to the Crown Employees Wages Staff (Rates of Pay) Award 2008. Following ratification of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2011, increases in the Tool Allowance will be based upon increases expressed in the Manufacturing and Associated Industries and Occupations Award 2010 with the exception of the classifications of Painter which is based on the Crown Employees (Skilled Trades) Award.

In order for these allowances to be adjusted on a per annum basis it will require a separate application to the Industrial Relations Commissions of New South Wales.

Clause 18, FIRE EQUIPMENT ALLOWANCE	1/07/2011 +2.5% per week \$	1/07/2012 +2.5% per week \$	16/7/2013 + +2.27% per week \$
Fire Equipment Allowance (FEA) - Trades**	69.60	71.30	72.90
Fire Equipment Allowance (FEA) - Non Trades	52.10	53.40	54.60

\*\* At the completion of 12 months continuous service

Increases shall apply on and from the first full pay period to commence on or after the dates expressed in the tables.

Item	Clause 23, MEAL ALLOWANCE	1/07/2011 per meal \$	16/7/2013 per meal \$
1	After 1½ hour overtime	12.20	12.20
2	Each 4 hours thereafter	10.20	10.20

Item	Clause 24, TRAVELLING TIME AND OTHER FARES	1/07/2011 per day \$	16/7/2013 per day \$
1	Other than Builders' Labourers	21.80	21.80
2	Employer providing transport	8.80	8.80

Item	Clause 34, INSURANCE OF TOOLS	1/07/2011 per year \$	16/7/2013 per year \$
1	Maximum claim for loss of tools	1,628.00	1,628.00

The 2011 rates are based on the successor Award to the Crown Employees Wages Staff (Rates of Pay) Award 2008. Following ratification of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2011, increases in the Meal Allowance will be based upon increases expressed in the Manufacturing and Associated Industries and Occupations Award 2010 and increases to Travelling Allowances and Insurance of Tools will be based upon Crown Employees (Skilled Trades) Award.

In order for these allowances to be adjusted on a per annum basis it will require a separate application to the Industrial Relations Commission of New South Wales.

+ Increases shall apply on and from the first full pay period to commence on or after 1/7 2013 by administrative action.

3. This variation shall take effect from 4 March 2014.

M. J. WALTON J , *President*

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**CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2008) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary of The Treasury.

(No. IRC 158 of 2014)

Before Commissioner Tabbaa

14 March 2014

**VARIATION**

1. Insert after the words "Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009" appearing in Schedule A, List of Awards, Agreements and Determinations, Awards;, of the award published 5 April 2013 (375 I.G. 289) as varied, the following:

Crown Employees (Public Service Training Wage) Reviewed Award 2008

2. In Part B, Monetary Rates, Awards insert immediately after the table titled "Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009" the following:

**Crown Employees (Public Service Training Wage) Reviewed Award 2008**

Wage Rates for Part-Time and School-Based Trainees

So the wage rate in Year 10 is:

$$\frac{\$283.70 \times (15 - 3.5)}{28} = \$116.51 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

**Table 1 - Full-Time Weekly Wage Rates**

Effective from the first full pay period to commence on or after 16 December 2013

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	16.12.13 2.27%
Trainee Diploma level	642.60

Skill Level A -

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

	Highest Year of Schooling Completed		
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School leaver	283.70	312.70	374.90

Plus 1 year out of school	312.70	374.90	437.30
Plus 2 years	374.90	437.30	507.20
Plus 3 years	437.30	507.20	580.20
Plus 4 years	507.20	580.20	580.20
Plus 5 years or more	580.20	580.20	580.20

## Skill Level B -

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

Highest Year of Schooling Completed			
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School leaver	283.70	312.60	363.30
Plus 1 year out of school	312.70	363.30	418.00
Plus 2 years	363.30	418.00	491.00
Plus 3 years	418.00	491.00	559.80
Plus 4 years	491.00	559.80	559.80
Plus 5 years or more	559.80	559.80	559.80

## Skill Level C -

Where the accredited training course and work performed are for the purpose for generating skills which have been defined for work at Skill Level C:

Highest Year of Schooling Completed			
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School leaver	283.70	312.60	360.00
Plus 1 year out of school	312.60	360.00	405.10
Plus 2 years	360.00	405.10	451.30
Plus 3 years	405.10	451.30	505.00
Plus 4 years	451.30	505.00	505.00
Plus 5 years or more	505.00	505.00	505.00

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

## School-Based Traineeships -

Year of Schooling	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School based traineeships Skill Levels A, B, and C	283.70	312.60

\* The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 2 - Hourly Wage Rates**

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week.

If the ordinary full-time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

#### Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	16.12.13 2.27% \$
Trainee Diploma level - part-time	22.95

#### Skill Level A -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level A:

Highest Year of Schooling Completed			
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School Leaver	10.12	11.16	13.40
Plus 1 year out of School	11.16	13.40	15.61
Plus 2 years	13.40	15.61	18.12
Plus 3 years	15.61	18.12	20.73
Plus 4 years	18.12	20.73	20.73
Plus 5 years or more	20.73	20.73	20.73

#### Skill Level B -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level B:

Highest Year of Schooling Completed			
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School Leaver	10.12	11.16	12.96
Plus 1 year out of School	11.16	12.96	14.93
Plus 2 years	12.96	14.93	17.52
Plus 3 years	14.93	17.52	20.00
Plus 4 years	17.52	20.00	20.00
Plus 5 years or more	20.01	20.00	20.00

#### Skill Level C -

Where the accredited training course and work performance are for the purpose of generating skills which have been defined for work at Skill level C:

Highest Year of Schooling Completed			
	Year 10 16.12.13 2.27%	Year 11 16.12.13 2.27%	Year 12 16.12.13 2.27%
School Leaver	10.12	11.16	12.85



Plus 1 year out of School	11.16	12.85	14.49
Plus 2 years	12.85	14.49	16.12
Plus 3 years	14.49	16.12	18.04
Plus 4 years	16.12	18.04	18.04
Plus 5 years or more	18.04	18.04	18.04

School-Based Trainees:

	16.12.13	16.12.13
	2.27%	2.27%
Wage levels A, B and C	10.12	11.16

## APPENDIX A - SKILL LEVELS

Diploma

Skill Level A -

Arts Administration  
 Business (Office Administration)  
 Clerical Administrative Skills  
 Communications (Call Centres)  
 Financial Services  
 Information Technology  
 Public Administration  
 Sport and Recreation

Skill Level B -

Laboratory Operations  
 Horticulture  
 Tourism Operations  
 Retail Operations  
 Hospitality Operations

Skill Level C -

Rural Skills

3. This variation shall take effect from the first full pay period to commence on or after 16 December 2013.

I. TABBAA, Commissioner

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## **CROWN EMPLOYEES (ROADS AND MARITIME SERVICES - SCHOOL CROSSING SUPERVISORS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 110 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

### **VARIATION**

1. In clause 1, Definitions, of the award published 27 July 2012 (373 I.G. 83) delete the definition of "RMS" and insert in lieu thereof the following:

RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime 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 "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

2. In clause 1, following the definition of "Working Hours", insert a new definition as follows:

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.

3. In clause 1, following the new definition of "RMS Group", insert a new definition as follows:

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

4. In clause 2, Area, Incidence, Duration, following the words "applies to all SCSs employed" appearing in the second paragraph, delete the words "by Roads and Maritime Services Division of the Government Service of New South Wales under Chapter 1A of the *Public Sector Employment and Management Act 2002*." and insert in lieu "as members of the Transport Service in the RMS Group."

5. Delete clause 3, Parties to the Award and insert in lieu thereof:

### **3. Parties to the Award**

The parties to this Award are the Secretary of the Department of Transport as head of the Transport Service, the Australian Worker's Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

6. This variation shall commence on and from 24 February 2014.

M. J. WALTON J, *President*

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# **CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 95 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

## **AWARD**

### **PART A**

#### **SECTION ONE - APPLICATION AND OPERATION**

##### **1. Title**

This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award. The terms of this Award will apply to Traffic Signals Staff employed by Roads and Maritime Services.

##### **2. Arrangement**

###### **PART A**

###### **Section One - Application and Operation**

1. Title
2. Arrangement
3. Definitions
4. Purpose of this Award
5. Area, Incidence and Duration
6. No Extra Claims
7. Grievance Resolution
8. Dispute Settlement Procedure
9. Anti Discrimination

###### **Section Two - Terms of Employment and Related Matters**

10. Employment Categories

###### **Section Three - Hours of Work, Breaks, Overtime, Shiftwork and Related Matters**

11. Working Hours
12. Shift Work
13. Overtime

###### **Section Four - Wages, Allowances and Related Matters**

14. Compensatory Travel Leave and Payments
15. Salaries
16. Minimum and Maximum Payments
17. Incremental Progression

18. Higher Duties Relief
19. Salary and Grade Appeals
20. Allowances and Expenses
21. Provision of Tools

#### Section Five - Leave and Public Holidays

22. Public Holidays
23. Recreation Leave
24. Long Service Leave
25. Sick Leave
26. Family and Community Service Leave
27. Maternity Leave
28. Adoption Leave
29. Parental Leave
30. Study and Examination Leave
31. Military Leave
32. Special Leave
33. Leave Without Pay

#### Section Six - Other Conditions

34. Deduction of Union Membership Fees
35. Contracting Out

#### PART B

Table 1 - Salaries

Table 2 - Allowances and Expenses

APPENDIX A - Workplace Reform

APPENDIX B - Grievance Resolution

APPENDIX C - Glossary of Terms

### 3. Definitions

- 3.1 "RMS" shall mean the Roads and Maritime Services, Division of the Government Service of New South Wales, established under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).
- 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).
- 3.3 "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

### 4. Purpose of This Award

- 4.1 The main purpose of this Award is to ensure that the following parties:

- (a) RMS management;
- (b) Staff; and
- (c) the ETU

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

- 4.2 RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- 4.3 This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

### **5. Area, Incidence and Duration**

- 5.1 This Award will be known as the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates by Roads and Maritime Services, Division of the Government Service of New South Wales, under Chapter 1A of the Public Sector Employment and Management Act 2002 (NSW).
- 5.3 This Award will remain in force for a period of one (1) year from 1 July 2013, and rescinds and replaces the Crown Employees (Roads and Maritime Services - Traffic Signals Staff) Award 2011.
- 5.4 Staff covered by this Award will receive a 2.27% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2013.
- 5.4 The parties bound by the Award are the:
- (a) Roads and Maritime Services, Division of the Government Service of New South Wales; and
  - (b) Electrical Trades Union of Australia, New South Wales Branch.
- 5.5 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

### **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 in respect to the staff covered by this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment with respect of those staff 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.

### **7. Grievance Resolution**

- 7.1 Grievance resolution
- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
    - (i) relate to a perceived denial of an entitlement
    - (ii) relate to a perceived lack of training opportunities
    - (iii) involve a suspected discrimination or harassment.
  - (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
  - (c) The policy, guidelines and procedures are detailed in Appendix B.

- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

## **8. Dispute Settlement Procedure**

### **8.1 Dispute settlement**

- (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
- (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
- (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

### **8.2 Disputes relating to Work Health and Safety**

- (a) RMS and Traffic Signals Staff are committed to the Work Health and Safety Act 2011 (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
- (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
- (ii) To allow RMS a reasonable amount of time to respond.
- (iii) RMS has a duty to address the issue identified, and
- (iv) Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under Section 268 of the Work Health and Safety Act 2011 (NSW).

## 9. Anti Discrimination

- 9.1 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.
- 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions 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 effect:
- (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.
- 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.

### NOTES

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (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."

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

## SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

### 10. Employment Categories

- 10.1 General terms
- (a) Employment is by the fortnight for full-time and part-time staff.
  - (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.



- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
  - (i) they have the skills, competence, training and qualifications to undertake
  - (ii) are within the classification structure of this Award
  - (iii) do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
  - (i) up to three year's service 2 weeks notice
  - (ii) more than three years but less than five year's service at least 3 weeks notice
  - (iii) more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

## 10.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
  - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
  - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
  - (i) agreed between RMS and the staff member concerned
  - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
  - (iii) able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.

- (g) RMS will notify the ETU prior to the employment of part time staff.

### 10.3 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

## SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

### 11. Working Hours

- 11.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
  - (a) a 20 day, 4 week cycle
  - (b) Monday to Friday inclusive
  - (c) 19 working days of 8 hours each
  - (d) working hours each day between 6.00am and 5.30pm.
- 11.2 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 11.3 For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- 11.4 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 11.5 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 11.6 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 11.7 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 11.8 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 11.9 Staff who have either:
  - (a) not worked a complete four-week cycle, or
  - (b) are regarded as not having worked a complete four-week cycle according to 11.1 abovereceive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- 11.10 Staff may be required to work on their ADO for the following reasons:

- (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
- (b) because of unforeseen delays to a particular project (or part)
- (c) emergency or other unforeseen circumstances on a project.

11.11 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:

- (a) given at least five (5) working days notice of the change
- (b) not paid penalty payments
- (c) permitted to take an alternate day off in the work cycle

11.12 Staff required to work on their ADO without the notice period outlined in subclause 11.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

11.13 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.

11.14 The conditions in 11.2 - 11.11 above also apply to continuous shift workers.

11.15 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

## **12. Shift Work**

12.1 General

- (a) For the purpose of this clause:
  - (i) "Afternoon shift" means a shift on which ordinary time finishes after 6.00pm and at or before midnight
  - (ii) "Night shift" means a shift on which ordinary time finishes after midnight and at or before 8.00am commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
  - (i) at change of shifts when a minimum of 8 hours will be allowed, or
  - (ii) in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
  - (i) paid double time until they are released from duty
  - (ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
  - (i) for the purpose of changing shift rosters
  - (ii) where shift workers do not report for duty and day workers or shift workers are required to replace them
  - (iii) where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
  - (i) between 11.00pm and 12.00 midnight Friday
  - (ii) between 12.00 midnight Sunday and 7.00am Mondayis paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) "Sunday time" is:
  - (i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
  - (ii) paid at double time rate.
- (h) "Saturday time" is:
  - (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
  - (ii) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

#### 12.2 Short term shiftwork of up to 2 weeks duration for construction or maintenance works

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:
  - (i) Sunday to Thursday inclusive, or
  - (ii) Monday to Friday inclusive.
- (c) Working hours and payment for shifts are:
  - (i) Single shifts: - no longer than 8 hours, and
    - paid at time and a half.
  - (ii) Single shifts are worked after 6:00 pm and finish before 6:00 am.

- (iii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
- (iv) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday
- (v) Two shifts: - worked between 6.00 am and midnight or as agreed with RMS, and
  - paid at time and a quarter
- (vi) Three shifts: - with the third (night) shift being seven hours and 17 minutes
  - paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
  - (i) Friday shifts referred to in subclause 12.2 (c)(iv) will be paid at ordinary shift rates
  - (ii) Sunday shifts referred to in subclause 12.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.
- (g) If staff work a shift of less than five continuous days and:
  - (i) it is not due to the actions of staff they will be paid overtime rates
  - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
  - (i) arrangements for ADOs during the 20 shift cycle
  - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

### 13. Overtime

#### 13.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
  - (i) first two hours  
time and a half
  - (ii) after the first two hours  
double time
  - (iii) all work on Saturday  
time and a half for the first two hours and  
double time after the first two hours
  - (iv) all work on Sunday  
double time
  - (v) all work on a public holiday  
double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
  - (i) any period of work that is less than a quarter of an hour
  - (ii) time taken as a meal break (except as provided for in 13.1(j))
  - (iii) time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
  - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
  - (ii) leave in lieu is taken at the convenience of RMS
  - (iii) leave in lieu is taken in multiples of a quarter of a day

- (iv) the maximum period of the leave in lieu for a single period of overtime is one day
- (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- (vi) Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
  - (i) conferences of professional bodies
  - (ii) lectures conducted by educational institutions
  - (iii) self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
  - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
  - (ii) a similar time allowance for each additional 4 hours of overtime worked.
  - (iii) To qualify for the above allowance staff must continue to work after their allowed break.
  - (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to the staff member's health and safety;
  - (ii) the staff member's personal circumstances including any family and carer responsibilities
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
  - (v) any other relevant matter.

### 13.2 Call-outs

- (a) Staff recalled to work overtime:
  - (i) having ceased normal duty (whether notified before or after leaving the premises)
  - (ii) are paid for a minimum of four hours work at the appropriate rate for each time they are recalled
  - (iii) will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

- (iv) within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.
- (b) Subclause 13.2(a) does not apply where:
  - (i) it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
  - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in subclause 13.3 below.
- (d) Despite 13.2(c), where a staff member:
  - (i) is called out on two or more occasions, and each recall is less than three hours duration, and the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work, the staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.
  - (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.
  - (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.
  - (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause 13.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause subclause 13.3 comes into operation.

### 13.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
  - (i) for the purpose of changing shift rosters
  - (ii) where a shift worker does not report for duty
  - (iii) where the shift worked by arrangement between staff.

## SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

### 14. Compensatory Travel Leave and Payments

- 14.1 Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:



- (a) to and/or from somewhere other than their normal headquarters
  - (b) outside normal working hours.
- 14.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 14.3 Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
- (a) the normal time for the trip from home to headquarters and return is deducted from travelling time
  - (b) periods of less than  $\frac{1}{4}$  hour on any day are disregarded
  - (c) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided
  - (d) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport
  - (e) travelling time does not include travelling for a permanent transfer which:
    - (i) has increased salary
    - (ii) is for disciplinary reasons
    - (iii) is made at the staff member's request.
  - (f) travelling time does not include travel by ship on which meals and accommodation are provided.
- 14.4 Staff are entitled to claim waiting time as follows:-
- (a) Where no overnight stay is involved:
    - (i) 1 hour shall be deducted from the time of arrival and the commencement of work.
    - (ii) 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
  - (b) Where overnight accommodation is provided:
    - (i) Any time from the completion of arrival until the time of departure shall not count as travelling time unless  
work is performed on the day of departure  
waiting time less one hour shall be allowed.
    - (ii) Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

## 15. Salaries

- 15.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- 15.2 For the purposes of this Award:

- (a) the weekly rate will be calculated by dividing the annual salary by 52.17857
- (b) the hourly rate will be calculated by dividing the weekly rate by 38.
- (c) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

### **16. Minimum and Maximum Payments**

#### 16.1 Staff who attend for duty and:

- (a) who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required
- (b) who commence work shall receive 7 hours pay.

### **17. Incremental Progression**

- 17.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- 17.2 RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
  - (a) inefficiency
  - (b) misconduct in an official capacity.
- 17.3 RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- 17.4 Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

### **18. Higher Duties Relief**

- 18.1 When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- 18.2 If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
  - (a) be paid the next higher rate of pay for the position
  - (b) be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- 18.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 18.4 All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- 18.5 If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- 18.6 Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

### **19. Salary and Grade Appeals**

19.1 Staff may apply to RMS, through their Branch/Section Manager, for an:

- (a) increase in salary in excess of the rate of salary provided in this Award
- (b) alteration in the grade to which the staff member is appointed.

19.2 Staff may appeal to RMS if they:

- (a) are dissatisfied with a decision of RMS
  - (i) in respect of the staff member's salary or grade
  - (ii) in respect of any other matter under Part 7 of the Industrial Relations Act 1996 (NSW)
- (b) do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.

19.3 RMS will hear the appeal and allow the staff member to either:

- (a) attend the appeal and present the case, or
- (b) arrange for their representative to present the case.

## **20. Allowances and Expenses**

20.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award.
  - (i) breakfast  
when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.
  - (ii) an evening meal  
when the RMS requires them to travel before 6.30pm and return is after 6.30pm.
  - (iii) lunch  
when, due to the journey, travel commences before 1 pm and return is after 2pm
- (b) The allowances will not be paid to staff unless:
  - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
  - (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when:
  - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters

- (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

#### 20.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
  - (i) for longer than one and half hours
  - (ii) for working each additional four hours
- (b) When recalled to work a meal allowance will be paid:
  - (i) after working four hours
  - (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

#### 20.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
  - (i) there is no RMS vehicle, or public or other transport available and
  - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties
  - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
  - (i) RMS business rate  
for use of a private vehicle on RMS business
  - (ii) Specified journey rate  
for use of private vehicle for transport to a temporary work location  
  
for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

#### 20.4 Residential course allowances

- (a) Staff who attend residential courses are entitled to allowances.

#### 20.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
  - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
  - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award, or
  - (iii) elect to pay actual and reasonable expenses, or
  - (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

#### 20.6 Fares to temporary work location

- (a) Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

#### 20.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:
  - (i) at their own request within two years of starting duty at their previous headquarters
  - (ii) to a new headquarters within 34 km of their previous headquarters
  - (iii) due to official misconduct
  - (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
  - (i) travel and temporary accommodation on relocation
  - (ii) temporary accommodation at the new headquarters
  - (iii) removal or storage of furniture and effects
  - (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
  - (v) rental subsidy for increased rental costs at the new location

- (vi) education costs for dependent children
- (vii) relocation costs on a staff member's retirement
- (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

## 21. Provision of Tools

21.1 The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

## SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

### 22. Public Holidays

22.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday
- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Proclaimed state public holidays

22.2 If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to clause 12, Shiftwork and clause 13, Overtime.

22.3 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
  - (i) proclaimed (gazetted)
  - (ii) locally agreed.
- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

#### 22.4 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

### 23. Recreation Leave

- 23.1 Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- 23.2 Leave is granted at the discretion of RMS.
- 23.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- 23.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- 23.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- 23.6 RMS may direct staff to take leave for which they are eligible, provided that:
  - (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
  - (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.

### 24. Long Service Leave

#### 24.1 General

- (a) The entitlement to long service leave is set by the Transport Administration Act 1988 (NSW).
- (b) Staff who have completed 10 years service recognised by RMS, are entitled to long service leave of:
  - (i) 44 working days at full pay, or
  - (ii) 88 working days at half pay, or
  - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the

long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.

- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.
- (h) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with Schedule 3A of the Public Sector Employment and Management Act, 2002.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

#### 24.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
  - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
  - (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with subclauses 24.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
  - (i) military service (e.g. Army, Navy or Air Force);
  - (ii) major interruptions to public transport;
  - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with subclauses 24.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

#### 24.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
  - (i) at a time convenient to RMS;
  - (ii) for a minimum period of one hour;
  - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:



- (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
  - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
  - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
- (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;
  - (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
  - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
- (i) the past 12 months, or
  - (ii) the past 5 years
- whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

#### 24.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
  - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
  - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.

- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

#### 24.5 Public Holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

#### 24.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
  - (i) by RMS for any reason other than serious and intentional misconduct; or
  - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by Schedule 3A of the Public Service Management Act 2002 (NSW) are entitled to have their long service leave accrual accepted by their new employer.

### 25. Sick Leave

#### 25.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
  - (i) that they are unable to attend work,
  - (ii) the nature of their illness or incapacity; and
  - (iii) the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member 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 alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.

- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.
- (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.
  - (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
  - (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in subclause 25.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

#### 25.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
  - (i) have at least ten years' service recognised by RMS
  - (ii) have been or will be absent for more than three months, and
  - (iii) have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
  - (i) one calendar month additional special sick leave for each ten years of service; and
  - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

### **26. Family and Community Service Leave**

26.1 Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause 26.2. RMS may also grant leave for the purposes as outlined in subclause 26.3. Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

26.2 Such unplanned and emergency situations may include, but not be limited to, the following;

- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;

- (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

26.3 Family and Community Service Leave may also be granted for;

- (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

26.4 Family and community service leave shall accrue as follows;

- (a) 2½ days (19 hours) in the staff member's first year of service;
- (b) 2 ½ days (19 hours) in the staff member's second year of service; and
- (c) One day (7.6 hours) per year thereafter.

26.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

26.6 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 discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

26.7 For the purposes of this subclause, 'family' means a staff member's:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or defacto spouse);
- (g) same sex partner who they live with as a defacto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
- (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;

- (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
  - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- 26.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- (a) Accrued recreation leave
  - (b) Leave without pay
  - (c) Time off in lieu of payment for overtime
  - (d) Make up time.
- 26.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 26.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

### **27. Maternity Leave**

- 27.1 Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- 27.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth
  - (b) up to 12 months after the actual date of birth
- 27.3 Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- (a) fourteen weeks at full pay or
  - (b) 28 weeks at half pay or
  - (c) a combination of the two options above
- 27.4 The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- 27.5 The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 27.6 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
  - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 27.7 Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- 27.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 27.9 Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

### **28. Adoption Leave**

- 28.1 Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- 28.2 Adoption leave starts from the date of taking custody of the child.
- 28.3 Unpaid adoption leave is available to all permanent staff and may be taken as:
- (a) short adoption leave, being three weeks on leave without pay
  - (b) extended adoption leave:
    - (i) up to 12 months on leave without pay
    - (ii) including any short or paid adoption leave
- 28.4 Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- (a) fourteen weeks or;
  - (b) 28 weeks at half pay or;
  - (c) a combination of the two options above
- 28.5 The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- 28.6 Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 28.7 Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- 28.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 28.9 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate they were paid before commencing the initial leave if they have not returned to work;  
or

- (b) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

28.10 Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

## **29. Parental Leave**

29.1 Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.

29.2 Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:

- (a) one week at full ordinary pay; or
- (b) two weeks at half ordinary pay

the remainder of the requested leave being unpaid leave.

29.3 Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in subclause 29.2.

29.4 Parental leave approved by RMS may be taken as:

- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
- (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

29.5 Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

- (a) full-time for a period not exceeding 12 months or;
- (b) part-time over a period not exceeding two years or;
- (c) partly full-time and partly part-time over a proportionate period of up to two years.

29.6 Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
  - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
  - (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

- (b) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental 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.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 29.6 (a).

#### 29.7 Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
  - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
  - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and RMS's decision made under subclause 29.7(a) must be recorded in writing.
- (d) Request to return to work part-time
  - (i) Where an employee wishes to make a request under subclause 29.7(a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

### 30. Study and Examination Leave

#### 30.1 Staff are entitled to paid study leave if they are studying a course which:

- (a) is appropriate to their present classification, or
- (b) provides progression or reclassification opportunities relevant to RMS.

#### 30.2 Study leave will be granted on the following basis:

- (a) face-to-face students:
  - (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
  - (ii) 20 days per academic year, whichever is the lesser
- (b) correspondence students:
  - (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
  - (ii) 20 days per academic year, whichever is the lesser.



- 30.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
  - (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

### **31. Military Leave**

- 31.1 Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:
- (a) military forces:
    - (i) 14 calendar days annual training
    - (ii) 14 calendar days instruction school, class or course
  - (b) naval forces:
    - (i) 13 calendar days annual training
    - (ii) 13 calendar days instruction school, class or course
  - (c) air force:
    - (i) 16 calendar days annual training
    - (ii) 16 calendar days instruction school, class or course
  - (d) an additional grant of up to four calendar days for additional obligatory training.

### **32. Special Leave**

- 32.1 Staff will be granted special leave for jury service.
- 32.2 In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:
- (a) transfer
  - (b) as a witness when called or subpoenaed by the Crown
  - (c) emergency volunteers
  - (d) emergency or weather conditions
  - (e) trade union activities/training
  - (f) ex-armed services personnel: Medical Review Board etc.
  - (g) National Aborigines' Day
  - (h) miscellaneous:
  - (i) the employees own graduation ceremonies

- (ii) returning officer
- (iii) local government - holding official office
- (iv) superannuation seminars
- (v) naturalisation
- (vi) bone marrow donors
- (vii) exchange awards - Rotary or Lions
- (viii) professional or learned societies

### **33. Leave Without Pay**

- 33.1 Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

## **SECTION SIX - OTHER CONDITIONS**

### **34. Deduction of Union Membership Fees**

- 34.1 The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- 34.2 The ETU shall advise RMS of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to RMS at least one month in advance of the variation taking effect.
- 34.3 Subject to 34.1 and 34.2 above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- 34.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **35. Contracting Out**

- 35.1 Application and Definition
- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.
- 35.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work (subject to Government Approval) relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

### 35.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 35.3(b) above.

### 35.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 8 of this Award.

Crown Employees

(Roads and Maritime Services - Traffic Signals Staff) Award

## PART B - MONETARY RATES

**Table 1 - Salary Increases**

Classification		Rates inclusive of 2.27% ffppoa 1/7/2013 (\$pa)
Grade 4	Year 1	60,873
	Year 2	63,261
	Year 3	65,747
Grade 5	Year 1	68,009
	Year 2	70,201
	Year 3	71,471
Grade 6	Year 1	73,040
	Year 2	75,255
	Year 3	77,720
Grade 8	Year 1	87,248
	Year 2	90,788
	Year 3	93,624

**Table 2 - Allowances and Expenses**

Clause	Description	\$
20.1 (a) & (c)	Meal on journeys that do not require overnight accommodation Meal allowance	30.53
20.2	Meals on overtime Meal allowance	30.53
20.5 (a)(ii)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	22.30 25.45 43.85 18.20

Note: The figures above are based on Treasury Circular; Receiving Meal, Travelling and other Allowances. in this table are subject to change in accordance with increases as advised from time to time by PSIR.

## **APPENDIX A - WORKPLACE REFORM**

### **A1 Enterprise bargaining infrastructure**

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

#### **A1.1 RMS's Single Bargaining Unit (SBU)**

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

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

#### **A1.2 Project teams**

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

Project teams will be under the managerial control of RMS Project Manager and will include both RMS and ETU nominated staff representatives.

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

#### **A1.3 Staff task groups**

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

#### **A1.4 Regional consultative groups**

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

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

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

#### A1.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
  - (i) be chaired (to be shared) by the ETU and RMS staff representatives
  - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

### **A2 Commercialisation**

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

### **A3 Process improvement**

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

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

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

### **A4 Competency based training**

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

- (a) acknowledgement of skills held

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

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

#### **A5 Performance planning and feedback**

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

- (a) implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units
- (b) supported by appropriate training
- (c) evaluated and monitored by the SBU.

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

The parties are committed to:

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

#### **A6 Conditions of employment**

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
  - (i) developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS
  - (ii) evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
  - (i) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

- (ii) review and rationalise administrative procedures
- (iii) reduce and update documentation
- (iv) ensure, where possible, consistent working conditions for all Staff
- (v) provide opportunities for all Staff to better manage their working and personal lives
- (vi) review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

#### **A7 Work environment**

(a) Work Health and Safety

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

- (i) implementation of appropriate health and safety practices and procedures
- (ii) appropriate management policies and practices
- (iii) the active and constructive involvement of all Staff; and
- (iv) management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the Work Health and Safety Act 2011 (NSW) and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

(b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the Anti-Discrimination Act 1977.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for a harassment free workplace as set out in the Human Resources Manual.

#### **A8 Contractors' protocol**

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

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and

RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause A7, Work environment.

- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A7 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

#### **A9 Spread of hours**

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

- (a) Work Health and Safety issues;
- (b) quality of working life;
- (c) recognition of family responsibilities;
- (d) shift work patterns;
- (e) adequate remuneration for Staff who undertake shift work;
- (f) rostering arrangements; and
- (g) programmed overtime.

#### **A10 Consultation**

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

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

#### **A11 Communication**

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

#### **A12 Austel licence**

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

Appendix B - Grievance resolution

#### **B1 Policy**

Purpose and intended outcomes

To make RMS staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

- (a) staff work in a collaborative and cooperative way;



- (b) workplace grievances are resolved in a timely manner; and
- (c) RMS maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

#### Policy

To support the Code of Conduct and Ethics all RMS staff are to:

- (a) treat others in a professional, courteous, respectful and fair way;
- (b) communicate with each other and management in an open and honest manner;
- (c) raise their workplace grievances at an early stage and aim to resolve them at the local level;
- (d) actively participate in the resolution of workplace grievances;
- (e) treat grievance matters in a private, confidential, and timely manner;
- (f) respect the right of others to raise grievances; and
- (g) not victimise or disadvantage any parties to a grievance.

#### Coverage

This policy covers:

- (a) permanent staff;
- (b) temporary staff;
- (c) casual staff; and
- (d) skill hire and professional services contractors.

#### Scope

This policy may be used by:

- (a) staff to address workplace grievances with other staff; and
- (b) managers to resolve workplace grievances between staff.

This policy does not cover:

- (a) WHS and workers compensation matters;
- (b) poor performance issues;
- (c) harassment, discrimination or workplace bullying matters;
- (d) fraud and corruption, maladministration or serious and substantial waste of resources; or
- (e) matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. RMS has other processes for

managing these issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

## **B2 Definitions and Key Terms**

### Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

- (a) allocation of work or development opportunities;
- (b) workplace communication difficulties, or interpersonal dispute; and
- (c) changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

### Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

### Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

### Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs). The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resource Strategy will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.

### Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RMS policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the OHS Hotline or the Ethics Hotline.

The GCO will not:

- (a) take sides;
- (b) make judgements; or
- (c) act as an advocate or spokesperson for the Grievant or Respondent.

A list of GCOs is available on RMS's Phone Guide and in every issue of Human Resources Notices.

## **B3 Background**

### Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

#### Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

#### Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

#### Records include:

- (a) names of parties to the grievance;
- (b) grievance details;
- (c) sufficient information to establish that a satisfactory process took place;
- (d) the outcome and reasons for the decision; and
- (e) any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RMS files. The RMS Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RMS corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

#### Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- (a) malicious;
- (b) raised to annoy or harass the respondent;
- (c) lacking in substance; and/or
- (d) frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with

under the provisions of the RMS’s Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

**Protection**

Any staff member who is involved in a grievance in accordance with RMS grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

- (a) do not intentionally make a vexatious, malicious or substantially frivolous complaint;
- (b) raise the grievance in accordance with these established procedures and confidentiality is maintained; and
- (c) do not publish or make information available to persons who have no legitimate interest in receiving it.

**Mediation**

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HRS Branch who manages RMS Mediator Panel.

**Appeal Right**

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant’s right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

**Employee Assistance Program**

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

**B4 Responsibilities**

Title	Responsibilities
Staff	<ul style="list-style-type: none"> <li>(a) Ensure their behaviour is aligned with RMS Code of Conduct and Ethics.</li> <li>(b) Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention.</li> <li>(c) Participate in grievance resolution and maintain confidentiality in the process as and when required.</li> <li>(d) Not participate in the harassment or victimisation of any party involved in a grievance.</li> <li>(e) Not lodge vexatious, frivolous or malicious grievances.</li> </ul>

Managers	<p>(a) Promote, explain and model the standards of behaviour expected of staff members as set out in RMS Code of Conduct and Ethics.</p> <p>(b) Be familiar with and actively promote and support RMS Grievance Resolution Policy, procedures and strategies.</p> <p>(c) Monitor the workplace for early identification and resolution of grievances.</p> <p>(d) Chair grievance related meetings and make grievance related decisions based on fact.</p> <p>(e) Ensure confidentiality in the process except where there is a serious breach of an RMS policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person.</p> <p>(f) Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>(a) Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties.</p> <p>(b) Assist the Grievant or Respondent to identify the options available to address the grievance.</p> <p>(c) Direct the Grievant or Respondent to appropriate RMS policies, procedures or services (e.g. Ethics Hotline or EAP)</p> <p>(d) Refer the Grievant to an appropriate staff member responsible for handling grievances.</p> <p>(e) Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch.</p> <p>(f) Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>(a) Recruit, select, train and supervise GCOs in their role as a GCO.</p> <p>(b) Coordinate the grievance resolution network and case management system.</p> <p>(c) Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RMS policy, legislation and industrial instruments.</p> <p>(d) Provide grievance resolution advice to line management.</p> <p>(e) Manage and report on administrative and contract matters associated with grievance resolution.</p> <p>(f) Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood.</p> <p>(g) Manage and coordinate RMS panel of mediators.</p>

### **B5 Evaluation**

This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.

### **B6 Breaches**

RMS may take disciplinary action (including the termination of services) against any staff member who breaches this policy and RMS Code of Conduct and Ethics.

### **B7 Additional Information**

#### Legislation

- (a) Anti-Discrimination Act 1977 (NSW)
- (b) Work Health and Safety Act 2011 (NSW)
- (c) Industrial Relations Act 1996 (NSW)
- (d) Privacy and Personal Information Protection Act 1998 (NSW)

#### Reference documents

- (a) Human Resources Manual, Grievance Resolution Procedure
- (b) Human Resources Manual, Code of Conduct and Ethics
- (c) Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy
- (d) Human Resources Manual, Employee Assistance Program Policy
- (e) Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy
- (f) Corporate Policy Statement 26, Employees' Personal Records Policy

### **B8 Grievance Resolution Procedures**

- (a) Any manager, supervisor or Grievance Officer consulted by a grievant should:
    - (i) listen and be sympathetic to any distress exhibited by the grievant
    - (ii) be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance
    - (iii) clarify the facts of the grievance
    - (iv) ensure the confidentiality and protection of all parties involved
    - (v) wherever possible, take into account the grievant's wishes regarding the process of resolution
    - (vi) ensure the right of the respondent to be heard before any decision is made
    - (vii) if resolution is not possible, conclude the grievance by advising the grievant of the:
      - reasons
      - right of appeal
      - external options.
  - (b) In addition, if you are:
    - (i) acting as a Grievance Officer:
      - offer counsel and advice
      - refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager e.g. the immediate supervisor/manager is absent or is the respondent
    - (ii) the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.
- Appendix C - Glossary of Terms
- Traffic Signals Group
- (a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

(b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

(i) In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

(ii) Member of a team engaged in development, maintenance or repair of traffic signal equipment.

(iii) Tasks might include:-

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

(i) In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

(ii) Engaged in traffic systems work.

- (iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

- (i) Provide technical advice and support to the Equipment Service Manager.
- (ii) Guide and co-ordinated the work of a group of traffic signals technicians.
- (iii) Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.
- (iv) Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- (v) Preparation and testing of controller personalities against design plans.
- (vi) Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, e.g. traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

- (i) Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- (ii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- (iii) Supervise the work of contractors as required.



- (iv) Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (iv) Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

- (i) Incremental progression to be subject to satisfactory service.
- (ii) Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.
- (iii) Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

- (iv) Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.
- (v) The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

#### **Electronic Equipment Group**

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
  - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
  - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.

- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

M. J. WALTON J , *President*

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## **CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 167 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

### **VARIATION**

1. In clause 1, Title, of the award made on 11 March 2014, following the words "Traffic Signals Staff employed", delete the words "by Roads and Maritime Services" and insert in lieu thereof "as members of the Transport Service in the RMS Group".
2. Delete subclauses 3.1 and 3.2 of clause 3, Definitions, and insert in lieu thereof the following:
  - 3.1 "RMS" means the Secretary of the Department of Transport as head of the Transport Service.  
  
(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime 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 "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).
  - 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group".
3. Insert the following a new subclauses 3.4 and 3.5 in the said clause 3 as follows:
  - 3.4 "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
  - 3.5 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
4. Delete subclause 4.1 of clause 4, Purpose of this Award, and insert in lieu thereof the following:
  - 4.1 The main purpose of this Award is to ensure that the Roads and Maritime Services, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Roads and Maritime Services Authority to achieve lasting customer satisfaction and increased productivity.
5. In subclause 5.2 of clause 5, Area, Incidence and Duration, delete the words "by Roads and Maritime Services, Division of the Government Service of New South Wales, under Chapter 1A of the Public Sector Employment and Management Act 2002" and replace with "as members of the Transport Service in the RMS Group".
6. In paragraph (a) of subclause 5.4, of the said clause 5, delete the words "Roads and Maritime Services, Division of the Government Service of New South Wales" and replace with "The Secretary of the Department of Transport as head of the Transport Service.

7. Delete paragraph (h) of subclause 24.1 of clause 24, Long Service Leave, and insert in lieu thereof the following:
  - (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
8. Delete paragraph (e) of subclause 24.6 of the said clause 24, and insert in lieu thereof the following:
  - (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.
9. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J, *President*

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**LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 969 of 2014)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1: Wage Rates**

Clause 5 Wage Rates	SWC 2013 (2.6%) \$
Technical/Trades Band Level 1	787.00
Technical/Trades Band Level 2	865.70
Technical/Trades Band Level 3	990.40
Professional Band Level 1	865.70
Professional Band Level 2	990.40
Professional Band Level 3	1110.30
Professional Band Level 4	1297.50
Apprentice 1st Year	435.70
Apprentice 2nd Year	514.50
Apprentice 3rd Year	591.10
Apprentice 4th Year	665.60

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 17 December 2013.

NOTE: The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

**Table 2 - Other Rates and Allowances**

Clause 7 Special Allowances	
(a) Dirty work	33 cents per hour
(b) Wet places	38 cents per hour
(c) Confined spaces	38 cents per hour
(d) Working underground	33 cents per hour
(e) Working with raw sewerage	\$7.36 per day

Clause 8 Tool Allowance	
(i) Electrical Tradesperson	\$30.25 per week
(iv)(b) Amount payable by employee for each claim for compensation of loss of tools	\$76.95
Clause 14 On Call	
(iii) On call allowance	\$100.50
Clause 15 Meal Allowance	
(i) Meal allowance	\$13.20
(ii)(a) Meal allowance	\$13.20
(ii)(b) Meal allowance working 4 hours over time	\$10.10
Clause 24 Travelling Allowance	
Where the employee works at a distance from the depot greater than:	
(ii) 3-10 kms	\$4.70 per day
10-20 kms	\$8.50 per day
20-30 kms	\$12.10 per day
30-40 kms	\$15.60 per day
40-50 kms	\$19.30 per day
For each additional kilometre	0.40 cents
Clause 27 Driving of Motor Vehicles	
(ii)(a) Use of private vehicle (cents) per kilometre	
Under 2.5 litres	66 cents
2.5 litres and over	75 cents
(b) Minimum yearly allowance	\$7292.00
Clause 28 Industry Allowance	
Industry Allowance	\$50.65 per week
Clause 31 Miscellaneous	
(ii)(a) West of the line allowance	\$1.03 per day
(iii) First aid allowance	\$2.93 per day

2. This variation shall take effect from the beginning of the first full pay period to commence on or after 17 December 2013.

R. P. BOLAND , *Acting Justice*

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(007)

SERIAL C8176

**MARINE CHARTER VESSELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 967 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete subclause (v) of clause 6, Wages, of the award published 27 January 2012 (372 I.G. 420), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (a) Any equivalent overaward payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per Week \$	NWC - June 2013 (applying a 2.6% increase) Per Week \$	Total Wage Per Week \$
Master (vessels 35m and over)	755.14	19.63	774.77
Engineer (vessels 35m and over)	755.14	19.63	774.77
Master (vessels 20m and over)	677.83	17.62	695.45
Engineer (vessels 20m and over)	677.83	17.62	695.45
Master (vessels under 20m but 18.25 and over)	664.30	17.27	681.57
Engineer (vessels under 20m but 18.25 and over)	664.30	17.27	681.57
Master (vessels under 18.25m)	660.63	17.18	677.81
General - purpose Hand	598.64	15.56	614.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount: \$
1	5(b)	Meal Allowance	10.75
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.00
3	14(i)	Uniforms	13.17
4	17	Compensation for Personal Effects	1036.93

3. This variation shall take effect from the beginning of the first pay period to commence on or after 14 November 2013.

R. P. BOLAND , *Acting Justice*

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**NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 974 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 2 August 1996 (294 I.G. 77) and reprinted 27 January 2012 (372 I.G. 588) and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 14 November 2013

2. Delete Part B Monetary Rates and insert in lieu thereof the following:

**PART B****Table 1 - Monetary Rates For Trainees**

	Highest Year of Schooling Completed Skill Level A - Year 10		
	Existing Rate \$	SWC 2013 (2.6%)	SWC 2013 First Pay Period 14 November 2013 \$
School Leaver	280.70	2.6%	288.00
1 year out of school	309.50	2.6%	317.50
2 years out of school	371.50	2.6%	381.20
3 years out of school	432.60	2.6%	443.90
4 years out of school	502.50	2.6%	515.60
5 years out of school	574.50	2.6%	589.40

	Highest Year of Schooling Completed Skill Level A - Year 11		
	Existing Rate \$	SWC 2013 (2.6%)	SWC 2013 First Pay Period 14 November 2013 \$
School Leaver	309.50	2.6%	317.60
1 year out of school	371.50	2.6%	381.20
2 years out of school	432.60	2.6%	443.90
3 years out of school	502.50	2.6%	515.60
4 years out of school	574.60	2.6%	589.50

5 years out of school	574.60	2.6%	589.50
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	Highest Year of Schooling Completed Skill Level A - Year 12		
	Existing Rate \$	SWC 2013 (2.6%)	SWC 2013 First Pay Period 14 November 2013 \$
School Leaver	371.50	2.6%	381.20
1 year out of school	432.60	2.6%	443.90
2 years out of school	502.50	2.6%	515.60
3 years out of school	574.60	2.6%	589.50
4 years out of school	574.60	2.6%	589.50
5 years out of school	574.60	2.6%	589.50

\* Figures in brackets indicated the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

**Table 2 - Monetary Rates For School Based Traineeships**

Year of Schooling Year 11			
	Existing Rate \$	SWC Increase 2013	SWC 2013 First Pay Period 14 November 2013 \$
School Based Traineeship Skill Level 1	269.80	2.6%	276.80

Year of Schooling Year 12			
	Existing Rate \$	SWC Increase 2013	SWC 2013 First Pay Period 14 November 2013 \$
School Based Traineeship Skill Level 1	309.50	2.6%	317.60

\* The average proportion of time spent in structured training which has been taken into account in setting the above rate is 20 per cent.

**Table 3 - Wages - School Based Traineeships**

Year of Schooling Year 11			
	Existing Rate \$	SWC Increase 2013	SWC 2013 First Pay Period 14 November 2013 \$
School Based Traineeships Skill Levels A,B,C.	187.30	2.6%	192.20

Year of Schooling Year 12			
	Existing Rate \$	SWC Increase 2013	SWC 2013 First Pay Period 14 November 2013 \$
School Based Traineeships Skill Levels A,B,C.	205.40	2.6%	210.70

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 14 November 2013.

R. P. BOLAND , *Acting Justice*

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**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 972 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

**VARIATION**

1. Delete subclause (iv) from clause 50, Area Incidence and Duration of the award published 28 November 2008 (366 IG. 1320) and reprinted 27 January 2012, (372 I.G. 621) and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than the safety net, State Wage Case, and minimum rates adjustments.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 14 November 2013.

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Salaries**

Classification		Existing Rate \$	Increase %	SWC 2013 First Pay Period 14 November 2013 \$
Assistant in Nursing/ Trainee Enrolled Nurse Under 18:	1st year	582.30	2.6	597.40
	2nd year	608.00	2.6	623.80
	Thereafter	632.20	2.6	648.60
Over 18:	1st year	684.20	2.6	702.00
	2nd year	705.40	2.6	723.70
	3rd year	726.70	2.6	745.60
	Thereafter	748.70	2.6	768.20
Enrolled Nurse :	1st year	834.90	2.6	856.60
	2nd year	852.00	2.6	874.20
	3rd year	870.20	2.6	892.80
	4th year	888.10	2.6	911.20
	Thereafter	906.00	2.6	929.60
Registered Nurse General, M.R. Psych, Infants, Geriatric, Midwifery	1st year	943.10	2.6	967.60
	2nd year	993.20	2.6	1019.00
	3rd year	1043.10	2.6	1070.20

	4th year	1096.50	2.6	1125.00
	5th year	1149.70	2.6	1179.60
	6th year	1202.90	2.6	1234.20
	7th year	1263.60	2.6	1296.50
	8th year	1314.50	2.6	1348.70
Nursing Unit Manager (personal to current occupants as at 01.03.99)				
Level I	1st year	1455.50	2.6	1493.30
	2nd year	1495.90	2.6	1534.80
Level II		1534.90	2.6	1574.80
Level III		1571.90	2.6	1612.80
Nurse undergoing pre registration assessment				
		816.30	2.6	837.50
Clinical Nurse Specialist				
		1367.50	2.6	1403.10
Clinical Nurse Consultant				
		1610.90	2.6	1652.80
Clinical Nurse Educator				
		1367.50	2.6	1403.10
Nurse Educator				
	1st year	1455.40	2.6	1493.20
	2nd year	1495.90	2.6	1534.80
	3rd year	1531.90	2.6	1571.70
	4th year	1610.90	2.6	1652.80
Senior Nurse Educator				
	1st year	1649.30	2.6	1692.20
	2nd year	1682.60	2.6	1726.40
	3rd year	1738.00	2.6	1783.20
Assistant Director of Nursing				
	<150 beds	1495.90	2.6	1534.80
	150-250 beds	1610.90	2.6	1652.80
	250 beds	1649.30	2.6	1692.20
Deputy Director of Nursing				
	Less than 20 beds	1525.70	2.6	1565.40
	20-75 beds	1564.40	2.6	1605.10
	75-100 beds	1600.10	2.6	1641.70
	100-150 beds	1633.60	2.6	1676.10
	150-200 beds	1682.60	2.6	1726.30
	200-250 beds	1738.00	2.6	1783.20
	250-350 beds	1802.10	2.6	1849.00
	350-450 beds	1865.60	2.6	1914.10
	450-750 beds	1934.10	2.6	1984.40
	750+ beds	2008.00	2.6	2060.20
Director of Nursing				
	Less than 25 beds	1703.30	2.6	1747.60
	25- 50 beds	1802.10	2.6	1849.00
	50-75 beds	1840.30	2.6	1888.20
	75-100 beds	1878.20	2.6	1927.00
	100-150 beds	1931.50	2.6	1981.70
	150-200 beds	1995.40	2.6	2047.30
	200-250 beds	2058.80	2.6	2112.30

250-350 beds		2135.40	2.6	2190.90
350-450 beds		2262.90	2.6	2321.70
450-750 beds		2392.80	2.6	2455.00
750+ beds		2541.50	2.6	2607.60

**Table 2 - Other Rates and Allowances**

Brief Description	Clause No	Existing Rate \$	Increase %	SWC 2013 First Pay Period 14 November 2013
In charge of nursing home less than 100 beds	10 (i)(a)	23.37 per shift	2.6	23.98 per shift
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	37.63 per shift	2.6	38.61 per shift
In charge of ward/unit	10 (i)(b)	23.37 per shift	2.6	23.98 per shift
On call	10 (ii)(a)	20.83 per 24 hrs or part thereof	2.6	21.37 per 24 hrs or part thereof
On call on rostered days off	10 (ii)(b)	41.67 per 24 hrs or part thereof	2.6	42.75 per 24 hrs or part thereof
On call during meal break	10 (ii)(c)	11.28 per period	2.6	11.57 per period
Travelling Allowance	10 (ii)(d) & (iii)	69.71 cents per kilometre	2.2	71.24cents per Kilometre
Climatic Allowance	11(i)	4.33 per week	2.6	4.44 per week
Isolation Allowance	11(ii)	8.34 per week	2.6	8.56 per week
Expense allowance for DONs	13			
Less than 100 beds		252.31 pa	2.2	257.86 pa
100-299		503.57 pa	2.2	514.64 pa
300-499		755.88 pa	2.2	772.50 pa
Over 500 beds		1008.19 pa	2.2	1030.73 pa
Uniform	16(iii)(a)	6.77 per week	2.2	6.91 per week
Shoes	16(iii)(a)	2.11 per week	2.2	2.15 per week
Cardigan or Jacket	16(iii)(b)	2.04 per week	2.2	2.08 per week
Stockings	16(iii)(c)	3.52 per week	2.2	3.60 per week
Socks	16(iii)(d)	0.70 per week	2.2	0.72 per week
Laundry	16(iv)	5.66 per week	2.2	5.78 per week
Meal on overtime	18(viii)	9.96 per meal	2.2	10.18 per meal
Breakfast	28(i)(c)	3.73 per meal	2.2	3.81 per meal
Other Meals	28(i)(c)	6.75 per meal	2.2	6.90 per meal

**Table 3 - Continuing Education Allowances**

Item No.	Brief Description	Clause No.	Existing Rate	Increase %	SWC 2013 First Pay Period 14 November 2013 \$
1	Continuing education allowance: Registered Nurse	10A(vii)	19.61 per week	2.6	20.12 per week
2	Continuing education allowance: Registered Nurse	10A(viii)	32.68 per week	2.6	33.53 per week
3	Continuing education allowance: Registered Nurse	10A(ix)	39.21 per week	2.6	40.23 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	13.07 per week	2.6	13.41 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 14 November 2013.

R. P. BOLAND , *Acting Justice*

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**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 87 of 2014)

Before Commissioner Tabbaa

26 February 2014

**VARIATION**

1. Delete clause 14, Travelling Time and Expenses of the award published 11 February 2011, (371 I.G. 114), as varied, and insert in lieu thereof the following:

**14. Travelling Time and Expenses**

- (a) Except where subclause (c) of clause 16, Relieving Other Members of Staff, an employee who is directed to report for duty at a station other than that to which he or she is appointed shall travel to and from such station in the Service's time and the employee's fares and incidental expenses shall be paid by the Service, unless otherwise agreed between the Service and the employee.

If such travel is undertaken outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.

- (b) If an employee is rostered to a shift requiring him or her to work at more than one station in a working week, the employee's fares in excess of the fares to the employee's appointed station shall be paid in full.
- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the casual rate as prescribed by the Crown Employees (Public Service Conditions of Employment) Award, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station to which he or she is appointed and return to such residence.
- (d) Travel, either by public transport or own mode of conveyance, shall in all instances be by the most direct route.

2. Delete clause 16, and insert in lieu thereof the following:

**16. Relieving Other Members of Staff**

- (a) An employee called upon to relieve another employee paid on a higher scale shall be entitled to receive the minimum rate of the higher scale of pay. This provision shall not apply when an employee on a higher scale is absent from duty by reason of his or her allocated day off duty as a consequence of working a 38-hour week in accordance with paragraph (i) of subclause (a) of clause 21, Allocated Days Off. No reduction shall be made in the scale of pay of an employee called upon to relieve another paid on a lower scale. Where an employee is called upon to relieve a Superintendent/Operations Manager, he/she shall be paid the minimum rate of the position so relieved.
- (b) When an employee is required to relieve another employee posted at another station, and by so doing is required to live away from home, he or she shall be called a relieving employee.
- (c) A relieving employee will be entitled to a living away from home allowance as set out in Table 2C in this Award. The living away from home allowance is determined as the sum of the meal expenses on



one day journeys and the incidental allowance for the location the relieving employee is posted, as prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as amended from time to time.

A relieving employee who is entitled to receive the living away from home allowance is not entitled to receive payment under subclause 15(a) of this Award. When travelling on cases in accord with clause 15, relieving employees shall be entitled to allowances under subclause 15(b) or 15(c) where applicable.

A relieving employee who is provided with board and lodgings at no charge will not be entitled to receive the living away from home allowance.

- (d) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the Ministry's Policy Directive on Travel PD2009\_016 Official Travel, as amended from time to time.
- (e) If the relieving employee is required to be on call, he or she shall be paid, in addition to the aforementioned amount, the amount specified in clause 23, Employees On Call.
- (f) The Service shall decide whether an employee travels to or from their relief duties in rostered hours. If the travel is to be accomplished outside rostered hours, the employee shall be reimbursed at ordinary rates for the time spent travelling in excess of the normal time taken to travel between his or her home and the station to which he or she is appointed.
3. Delete subclause (c) of clause 37, Uniforms and insert in lieu thereof the following:]
- (c) Employees required to wear a uniform shall be paid a laundry allowance as prescribed in Item 12 of Table 2A of Section 8 Monetary Rates.
4. Delete Table 2A, Allowances of Section 8, Monetary Rates and insert in lieu thereof the following:

**Table 2A - Allowances**

Item No.	Clause	Brief Description	Rate from 1.7.2010 (4%) pw \$	Rate from 1.7.2011 (4%) pw \$	Rate from 1.7.1012 (3.9%) pw \$
1	5	Specialist Allowance	37.60	39.10	40.60
2	5	Rescue (Standby) Allowance	13.00	13.50	14.00
3	23	On Call Allowance (per 24hrs)	18.20	18.90	19.60
4	23	On Call Allowance (per week)	73.00	75.90	78.90
5	5	Ambulance Studies Certificate Allowance (current recipients only)	22.00	22.90	23.80
6	13	Climatic and Isolation Allowance (a)*	4.30	4.30	4.30
7	13	Climatic and Isolation Allowance (b)*	8.70	8.70	8.70
8	15a	Travelling Meal Allowance*	25.80	25.80	25.80
9	15c(i)	Meal Away from Station Allowance*	25.80	25.80	25.80
10	15c(ii)	Crib Away From Station Allowance*	12.90	12.90	12.90
11	24	Overtime Meal Allowance*	25.80	25.80	25.80
12	37	Laundry Allowance per week*	12.50	12.50	12.50

\* This is not subject to Award wages increases.

5. Insert after Table 2B, Additional Allowances the following new table:

**Table 2C – Living Away From Home Allowance**

Clause	Brief Description	Rate from 26.2.2014
16	Living Away From Home Allowance*	Tier 1 - \$118.85 Tier 2 - \$109.80

\*This is not subject to Award wages increases

6. This variation shall take effect from the first full pay period to commence on or after 26 February 2014.

I. TABBAA, Commissioner

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## PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES INDUSTRY (TRAINING) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 973 of 2013)

Before The Honourable Acting Justice Boland

12 February 2014

### VARIATION

1. Delete paragraph (x) of subclause (b) of Clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and reprinted 27 January 2012 (372 I.G.680), as varied, and insert in lieu thereof the following:

- (x) Minimum and maximum hours of work for part-time employees specified in the Parent Award shall apply to part-time Trainees also.

#### Example of the calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore  $7.6 \times 12/24 = 3.8$  hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours' work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 in 2012 is:

$$\$281 \times \frac{15 - 3.8}{30.4} = \$103.53 \text{ plus any applicable penalty rates under the Parent Award.}$$

While for 2013 the wage rate is

$$\$288 \times \frac{15 - 3.8}{30.4} = \$106.10 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of clause 7, Wages, and insert in lieu thereof the following:
- (e) The rates of pay in this award include the further adjustments payable under the State Wage Case 2013. These adjustments may be offset against:
- (a) any equivalent over-award payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.
3. Delete Part B-Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

2013 Adjustment

	Highest Year of Schooling Completed					
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School Leaver	280.70	288.00	309.50	317.60	371.50	381.20
Plus 1 year out of school	309.50	317.60	371.50	381.20	432.60	443.90
Plus 2 years	371.50	381.20	432.60	443.90	502.50	515.60
Plus 3 years	432.60	443.90	502.50	515.60	574.60	589.40
Plus 4 years	502.50	515.60	574.60	589.40	574.60	589.40
Plus 5 years or more	574.50	589.40	574.60	589.40	574.60	589.40

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 2 - Industry/Skill Level B**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

## 2013 Adjustment

	Highest Year of Schooling Completed					
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School Leaver	281.00	288.00	310.00	318.00	359.00	368.00
Plus 1 year out of school	310.00	318.00	359.00	368.00	414.00	425.00
Plus 2 years	359.00	368.00	414.00	425.00	487.00	500.00
Plus 3 years	414.00	425.00	487.00	500.00	555.00	569.00
Plus 4 years	487.00	500.00	555.00	569.00	555.00	569.00
Plus 5 years or more	555.00	569.00	555.00	569.00	555.00	569.00

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 3 - Weekly Rates - Industry/Skill Level C**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

## 2013 Adjustment

	Highest Year of Schooling Completed					
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School Leaver	281.00	288.00	310.00	318.00	356.00	365.00
Plus 1 year out of school	310.00	318.00	356.00	365.00	401.00	411.00
Plus 2 years	356.00	365.00	401.00	411.00	447.00	459.00
Plus 3 years	401.00	411.00	447.00	459.00	500.00	513.00
Plus 4 years	447.00	459.00	500.00	513.00	500.00	513.00
Plus 5 years or more	500.00	513.00	500.00	513.00	500.00	513.00

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

**Table 4 - School-based Traineeships**

2013 Adjustment

	Year of Schooling			
	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School based Traineeships Skill Levels A, B and C	281.00	288.00	310.00	318.00

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 5 - Hourly Rates for Trainees Who Have Left School**

**SKILL LEVEL A**

2013 Adjustment

SKILL LEVEL A						
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School leaver	9.25	9.49	10.19	10.46	12.21	12.53
1 year after leaving school	10.19	10.46	12.21	12.53	14.19	14.56
2 years +	12.21	12.53	14.19	14.56	16.55	16.98
3 years +	14.19	14.56	16.55	16.98	18.90	19.39
4 years +	16.55	16.98	18.90	19.39	18.90	19.39
5 years +	18.90	19.39	18.90	19.39	18.90	19.39

**SKILL LEVEL B**

2013 Adjustment

SKILL LEVEL B						
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School leaver	9.25	9.49	10.19	10.46	11.82	12.13
1 year after leaving school	10.19	10.46	11.82	12.13	13.60	13.95
2 years +	11.82	12.13	13.60	13.95	15.99	16.41
3 years +	13.60	13.95	15.99	16.41	18.21	18.68
4 years +	15.99	16.41	18.21	18.68	18.21	18.68
5 years +	18.21	18.68	18.21	18.68	18.21	18.68

**SKILL LEVEL C**

2013 Adjustment

SKILL LEVEL C						
	Year 10 SWC 2012 First Pay Period 15 May 2013 \$	Year 10 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
School leaver	9.25	9.49	10.19	10.46	11.70	12.00
1 year after leaving school	10.19	10.46	11.70	12.00	13.17	13.51
2 years +	11.70	12.00	13.17	13.51	14.70	15.08
3 years +	13.17	13.51	14.70	15.08	16.46	16.89
4 years +	14.70	15.08	16.46	16.89	16.46	16.89
5 years +	16.46	16.89	16.46	16.89	16.46	16.89

**Table 6 - Hourly Rates for School-based Traineeships**

2012 Adjustment

	Year of Schooling			
	Year 11 SWC 2012 First Pay Period 15 May 2013 \$	Year 11 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$	Year 12 SWC 2012 First Pay Period 15 May 2013 \$	Year 12 SWC 2013 (2.6%) First Pay Period 14 November 2013 \$
Skills levels A, B and C	9.25	9.49	10.19	10.46

- This variation shall take effect from the beginning of the first full pay period to commence on or after 14 November 2013 in accordance with the State Wage Case 2013.

R. P. BOLAND, *Acting Justice*

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**ROADS AND MARITIME SERVICES (MARITIME) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 114 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

**VARIATION**

1. Delete the words "Maritime Authority of New South Wales" from the title of the award published 15 February 2008 (364 I.G. 1327) as varied, and insert in lieu thereof "Roads and Maritime Services (Maritime)".
2. In clause 2, Title, delete the words "Maritime Authority of New South Wales" and insert in lieu thereof "Roads and Maritime Services (Maritime)".
3. In subclause (e) of clause 3, Definitions, following the words "persons engaged", delete the words "by the Maritime Authority" and insert in lieu thereof "as a member of the Transport Service in the RMS Group".
4. In subclause (e) of the said clause 3, following the words "part-time basis, under", delete the words "the *Ports and Maritime Administration Act 1995* (PC&WM ACT)" and insert in lieu thereof "a classification in this Award".
5. At subclause (f) of clause 3, delete the words "Maritime Authority of New South Wales (trading as NSW Maritime)" and insert in lieu thereof "Secretary of the Department of Transport".
6. Delete subclause (j) of clause 3, and insert in lieu thereof the following:
  - (j) "NSW Maritime" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime 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 "NSW Maritime" refer to the business of the Roads and Maritime Services rather than to the employer).

7. In subclause (k) of clause 3, delete the words "Maritime Authority (trading as NSW Maritime)" and insert in lieu thereof "the Secretary of the Department of Transport as head of the Transport Service".
8. In clause 3, following subclause (r) insert a new definition as follows:
  - (s) "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
9. In clause 3, following subclause (s) insert a new definition as follows:
  - (t) "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

10. Delete clause 5 and insert in lieu thereof:

**5. Coverage**

The terms of this award shall apply to all Staff, as defined in section 3 above.

11. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J , *President*

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**ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 112 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

**VARIATION**

1. Delete the words "Division of the Government Service of New South Wales" appearing in the title of the award published 28 February 2014 (375 I.G. 1210).
2. In clause 1, Title, delete the words "Division of the NSW Government Service".
3. Delete paragraph (a) of subclause 2.1 of clause 2, Parties Bound and insert in lieu thereof:
  - (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
4. Delete the definition of "Employee" in paragraph (a) of subclause 3.1, of clause 3, Definitions, and insert in lieu thereof:

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.
5. Delete the definition of "RMS" in paragraph (a) of subclause 3.1, of the said clause 3, and insert in lieu thereof:

"RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime 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 "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).
6. In paragraph (a) of subclause 3.1, of the said clause 3, following the definition of "RMS", insert a new definition as follows:

"RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
7. In paragraph (a) of subclause 3.1, of the said clause 3, following the definition of "Trainee", insert a new definition as follows:

"Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
8. In subclause 4.1, of clause 4, Area, Incidence and Duration, delete the word "RMS" and insert in lieu thereof "the Secretary of the Department of Transport as head of the Transport Service".

9. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J, *President*

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Printed by the authority of the Industrial Registrar.

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH  
WALES GOVERNMENT SERVICE BUS ENGINEERING AND  
MAINTENANCE ENTERPRISE (STATE) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 83 of 2014)

Before The Honourable Justice Walton, President

26 February 2014

**AWARD**

**PART A**

**1. Award Title**

This Award is entitled the "State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Enterprise (State) Award 2014".

**2. Arrangement**

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement

PART I - APPLICATION AND OPERATION OF AWARD

3.	Anti-Discrimination
4.	Area, Incidence and Duration
5.	Introduction
6.	Contestability

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

7.	Work Practices
8.	Application Of Skills
9.	Flexibility
10.	Job Time Recording
11.	Job Costing/Time Recording
12.	Performance Indicators
13.	Bench Marking
14.	Special Maintenance Programs

PART III - MAINTENANCE CLASSIFICATIONS

15.	Fleet Operations Division
16.	Career Path
17.	Career Path Development
18.	Classification Definitions

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19. Employer and Employee Duties
20. Performance of Work
21. Employment Relationship
22. Contracting
23. Apprenticeships, Traineeships and Cadetships
24. Adult Apprentice Wage Rates
25. Apprentices
26. Temporary Staff / Employees
27. Non Trade Related Bus, Yard and Depot Facilities Functions
28. Abandonment of Employment
29. Termination of Employment
30. Job Security

## PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work
32. Shift Work
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34. Saturday Time
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36. Rosters
37. Rostering Arrangements
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## PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave
43. Long Service Leave
44. Personal Leave
45. Parental Leave
46. Maternity Leave
47. Adoption Leave
48. Domestic Violence Leave
49. Jury Service
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## PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages
54. Wage Increases
55. Salary Sacrifice for Superannuation
56. Wage Rates
57. Supported Wage Systems
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## PART VIII - TRAINING

59. Training
60. Training Costs
61. Learning and Development Committee
62. Training for Relief Leading Hands

## PART IX - COMMUNICATION / CONSULTATION

63. Consultative Mechanism and Procedure
64. Communications and Consultation
65. Consultative Committee
66. Productivity Committee
67. Introduction of Change
68. Delegates
69. Right of Entry of Union Officials

## PART X - GENERAL

70. Drugs and Alcohol
71. Renegotiation
72. Dispute Settlement Procedure
73. No Extra Claims

## PART B

- Schedule A - Wages and Allowances Tables  
Schedule B - Maintenance Structure (See File)

**PART I - APPLICATION AND OPERATION OF AWARD****3. Anti-Discrimination**

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-Discrimination Act 1977* provides:
  - 3.4.1 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.
- 3.5 Nothing in this clause is to be taken to affect:
  - 3.5.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
  - 3.5.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 3.5.3 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.6 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. Area, Incidence and Duration**

- 4.1 This Award comes into force from 1 January 2014 and shall remain in force until 31 December 2015, and rescinds and replaces the State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Enterprise (State) Award 2013, published 5 April 2013, (375 I.G. 437).
- 4.2 This Award is binding upon:
- 4.2.1 the State Transit Authority Division of the New South Wales Government Service, Transport for NSW (the Employer) and;
  - 4.2.2 Employees of the State Transit Authority Division of the New South Wales Government Service, Transport for NSW who are engaged in any of the classifications or occupations specified in this Award, and
  - 4.2.3 the Rail, Tram and Bus Union (NSW Branch), and
  - 4.2.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
  - 4.2.5 the Electrical Trades Union of New South Wales, and
  - 4.2.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
  - 4.2.7 The Australian Workers Union, New South Wales.

#### **5. Introduction**

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
  - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.
  - 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.
  - 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
  - 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
    - (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
    - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
  - 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangement are necessary from time to time to meet operational requirements. When these changes occur it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.



- 5.1.7 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.
- 5.1.8 Initiatives identified and used to offset wage increase in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

## **6. Contestability**

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

## **PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES**

### **7. Work Practices**

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 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.

### **8. Application of Skills**

The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

### **9. Flexibility**

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (eg Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.

- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
- 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
- 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
- 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in Clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

### **10. Job Time Recording**

An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

### **11. Job Costing/Time Recording**

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Maritime Services or its successor and Transport for New South Wales requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

### **12. Performance Indicators**

- 12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.
- 12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.
- 12.2.1 Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.

- (c) Work Health Safety (WHS) training for convenors, chairpersons and members of (WHS) Committees to assist in the identification and correction of hazards at the workplace.

#### 12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

#### 12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

### **13. Bench Marking**

- 13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.
- 13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

### **14. Special Maintenance Programs**

- 14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.
- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

## **PART III - MAINTENANCE CLASSIFICATIONS**

### **15. Fleet Operations Division**

- 15.1 The current structure for the Fleet Operations Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Fleet Operations Division will include the position of Leading Hand undertaking supervisory and trades based work.

- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

### **16. Career Path**

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

### **17. Career Path Development**

- 17.1 In this Award, the career path structure will contain five generic classifications, being:
- 17.1.1 Engineering Repair Tradesperson Mechanical
  - 17.1.2 Engineering Repair Tradesperson Electrical
  - 17.1.3 Engineering Repair Tradesperson Vehicle Building/Fabrication
  - 17.1.4 Engineering Repair Assistant
  - 17.1.5 Storeperson
- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.
- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
  - 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
  - 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.

- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

### **18. Classification Definitions**

#### **18.1 Engineering Repair Tradesperson Level 1:**

- 18.1.1 Craftperson who holds a trade certificate or tradesperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
- 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, eg good housekeeping.
- 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
- 18.1.4 A craftperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.

#### **18.2 Engineering Repair Tradesperson Level 2:**

- 18.2.1 Craftperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion eg tasks within the stream and/or performing higher level technical tasks within a core trade stream.
- 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.
- 18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

#### **18.3 Engineering Repair Tradesperson Level 3**

- 18.3.1 Craftperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.
- 18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry eg, applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criteria for progression to Level 4.

#### 18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

#### 18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

#### 18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities

- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

#### 18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery eg Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

#### 18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;

- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

#### 18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;
- (f) Maintaining record systems and compile reports;
- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

#### 18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;



- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational WHS, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

#### 18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storepersons Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;
- (c) Planning and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;
- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

## PART IV - EMPLOYMENT RELATIONSHIP

### 19. Employer and Employee Duties

- 19.1 With the exception of Casual Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

### 20. Performance of Work

All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

### 21. Employment Relationship

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the *Industrial Relations Act* 1996 (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the *Industrial Relations Act* 1996 (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week), and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (eg more than 38 hours per week).

### 22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.
- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

### 23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices is based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.

- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (Aaip) or equivalent, where applicable. Aaip allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of a Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, eg Industry Allowance and Tool Allowance.

YEAR	PERCENTAGE
First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

#### **24. Adult Apprentice Wage Rates**

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive which ever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid which ever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

#### **25. Apprentices**

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer's trade requirements.
- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an unapprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

## **26. Temporary Staff / Employees**

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division.

Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:

- 26.2 Subject to subclause 26.1.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.
- 26.1.2 All avenues of using existing State Transit Employees are to be explored.
- 26.1.3 Temporary Employees are to be directly employed by State Transit.
- 26.1.4 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.
- 26.1.5 Temporary Employees will receive the same pass entitlements of full time Employees.
- 26.1.6 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.
- 26.1.7 Services may be terminated at any time by either party, providing one week's notice is given.
- 26.1.8 Temporary staff will not be utilised to cover current Annual Leave clearance.

**27. Non Trade Related Bus, Yard and Depot Facilities Functions**

- 27.1 All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.
- 27.2 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.3 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.4 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.5 Under this clause a 'Casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.6 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.7 A Casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.8 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise eg. Legislative provisions that may provide Long Service Leave for Casual Employees.
- 27.9 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.10 A Casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.11 State Transit shall not require an existing permanent Employee to become a casual Employee.
- 27.12 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirement or where a legitimate need for casual Employees arises.
- 27.13 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.14 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- 27.14.1 Clause 16 - Career Path, and Clause 17- Career Path Development
  - 27.14.2 Clause 28 - Abandonment of Employment
  - 27.14.3 Subclause 29.2 - Notice of Termination
  - 27.14.4 Clause 30 - Job Security

- 27.14.5 Clauses contained in Part VI - Leave and Public Holidays of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 45 - Parental Leave (which only applies to Regular casual Employees).
- 27.14.6 Clause 55 - Salary Sacrifice for Superannuation.
- 27.14.7 Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands
- 27.15 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the *Industrial Relations Act 1996* (NSW) for casual Employees in all areas covered by this Award.

### **28. Abandonment of Employment**

- 28.1 Where an Employee, within a period of 21 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.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 the Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First Letter, and provide a satisfactory explanation for their absence.
- 28.2.2 where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) 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.
- 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate 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 (7) days of service of the Second Letter.
- 28.2.4 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 supporting the whole of the absence.
- 28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be effected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

### **29. Termination of Employment**

- 29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.
- 29.2 Notice of Termination
- 29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

Period of service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

29.4 Where an Employer has given notice 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.

### **30. Job Security**

30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

## **PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS**

### **31. Ordinary Hours of Work**

31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four week work cycle.

31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.

31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.

31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.

- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

### **32. Shift Work**

- 32.1 Definitions for the purpose of this clause:
- 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
- 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
- 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
- 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.
- 32.2 Employees working on afternoon or night shift shall be paid as follows:
- 32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.
- 32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.
- 32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

### **33. Overtime**

- 33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.



- 33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with Clause 31 - Ordinary Hours of Work, and Clause 32 - Shiftwork of this Award.
- 33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.
- 33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.
- 33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.
- 33.5 Rest period after overtime
- 33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.
- 33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.
- 33.5.3 If on the instruction of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.
- 33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:
- 33.6.1 For the purpose of changing shift rosters;
- 33.6.2 Where a shift worker does not report for duty;
- 33.6.3 Where the shift is to be arranged between the Employees themselves.
- 33.7 Call back
- 33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.
- 33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.
- 33.8 Crib time
- 33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was

working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.

33.8.2 An Employee who works four hours overtime after having had the crib break provided in subclause 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.

33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

33.9 Short notice pre start

33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

#### **34. Saturday Time**

34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

#### **35. Sunday Time**

35.1 Time worked on a Sunday shall be paid at the rate of double time.

35.2 Notwithstanding anything elsewhere provided 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.

#### **36. Rosters**

36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.

36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.

36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:

36.3.1. Staff classification type and numbers in a location;

36.3.2. Actual work location including redeployment to another work location;

36.3.3. Shift start and finishing times;

36.3.4. Rostered day off patterns;

36.3.5. Mutually agreed flexible rostering initiatives; for example 9 day fortnight.

- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s.

### **37. Rostering Arrangements**

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
- 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
- 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
- 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
- 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the relevant Regulator.
- 37.4 Without diminishing the responsibilities and requirements as nominated in clause 38, consideration is to be given to travel arrangements of Employees when constructing rosters.

### **38. Change of Shift**

In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given at least 48 hours notice of the change. Where there is no relief line, another Employee within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there are no agreed arrangements in place and no volunteers, the last person employed at the location, on the shift not required (i.e. if a day shift is not required then the last employed at the location working day shift) is to receive at least 48 hours notice of the change.

### **39. Higher Duties**

- 39.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 39.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 39.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 39.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 39.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

#### 40. Attending Office

40.1 Where the Employer requires an Employee to:

40.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or

40.1.2 attend any court or coronial inquiry,

the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

#### 41. Meal and Rest Breaks

41.1 An Employee shall not be required to work for more than five hours without a break for a meal.

41.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.

41.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.

41.4 If a rest break is granted, it shall be at the Employer's time.

### PART VI - LEAVE AND PUBLIC HOLIDAYS

#### 42. Annual Leave

42.1 Employees shall be entitled to Annual Leave as prescribed by the *Annual Holidays Act 1944* (NSW).

42.2 Annual Leave Loading

42.2.1 An Employee who has been a shiftworker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

42.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

#### 43. Long Service Leave

Employees shall be entitled to Long Service Leave as prescribed in the *Transport Administration Act 1988* (NSW), as amended from time to time.

#### 44. Personal Leave

44.1 Personal Leave consists of the following three types of leave:

44.1.1 Sick Leave;

44.1.2 Carer's Leave; and

44.1.3 Compassionate/Bereavement Leave

44.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

44.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer's leave is subject to:

- 44.3.1 The staff member being responsible for the care and support of the person concerned; and the person concerned being:
- 44.3.2 A spouse of the staff member; or
- 44.3.3 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
- 44.3.4 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
- 44.3.5 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:-
- 44.3.6 "Relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- 44.3.7 "Affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- 44.3.8 "Household" means a family group living in the same domestic dwelling.
- 44.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.
- 44.3.10 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.
- 44.3.11 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.
- 44.4 Sick Leave
- 44.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.
- 44.4.2 Subject to Subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;
- (a) Paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.
- 44.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.
- 44.5 Managing Sick Leave Related Absences
- 44.5.1 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 a target level of an average of 9 days per year, per Employee.
- 44.5.2 The strategies to be implemented will include, but are not limited to, the following:
- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a

certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.

- (b) Payment of Sick Leave is provisional on an Employee:
  - (i) Reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information); and
  - (ii) An agreed minimum level of information being supplied including the nature of the 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 a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, 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 with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non certificated Sick Leave.
- (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.

44.5.3 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:

- (a) 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.
- (b) Failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

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

- (a) A pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (b) High number of one to two day unplanned absences, particularly for different reasons;
- (c) A pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, Public holidays or Annual Leave;
- (d) Unplanned absences on a day which an Employee sought a day off, but which was not approved;
- (e) Unplanned absences on special events; or

- (f) Five or more absences (particularly single day absences) in a four month period.

44.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

#### 44.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) 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.
- (b) 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.

#### 44.5.7 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:

- (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 disciplinary 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.

#### 44.5.8 Absence Management Program Step 3 - Disciplinary Action

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.

#### 44.5.9 Continuous Review

- (a) 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.
- (b) 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

- 44.5.10 The parties agree that in order to give full effect to the provisions of this clause that:
- (a) 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;
  - (b) 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
  - (c) 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.

#### 44.6 Carer's Leave

44.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days from their Sick Leave entitlement to use as Carer's Leave.

44.6.2 The entitlement to use up to a maximum of ten days per year as Carer's Leave does not accumulate from year to year.

44.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

44.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.

44.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

- (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.

44.6.6 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:

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
  - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
  - (ii) the Employee has exhausted all paid Carer's Leave; or
  - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) 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.



44.6.7 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.

44.6.8 The Employee must, where reasonably practicable, give the Employer notice prior to the absence of their 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.

#### 44.7 Compassionate/Bereavement Leave

44.7.1 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.

44.7.2 Proof of death must be provided to the satisfaction of the Employer.

### 45. Parental Leave

45.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. 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 the Employer's Parental Leave Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.

45.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where 'child' means a person 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 of the spouse of the Employee or a child who had previously continuously lived with the Employee for a period of six months or more.

45.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

45.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental 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.

45.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.

45.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.

45.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.

45.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.

45.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.

#### 45.10 Returning to work after a period of Parental Leave

- 45.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that 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.
- 45.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.
- 45.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.

#### 45.11 Notice of Parental Leave

- 45.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:
- (a) For maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
  - (b) Written notification of the dates on which they propose to start and finish the period of Parental Leave, and
  - (c) A statutory declaration stating:
    - (i) the period of leave sought is so that they can be the primary caregiver to the child, and
    - (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and
    - (iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.
- 45.11.2 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.

#### 45.12 Replacement Employees

- 45.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.
- 45.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 45.13 Variation of Parental Leave

- 45.13.1 Unless agreed otherwise between the Employer and Employee, an Employee may apply to their 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 changed arrangements.
- 45.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks

immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

#### **46. Maternity Leave**

- 46.1 Where an 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.
- 46.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.
- 46.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 46.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.
- 46.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.
- 46.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. 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.
- 46.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 46.8 Paid Maternity Leave
- 46.8.1 A female Employee entitled to Parental Leave (ie completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.
- 46.8.2 An Employee is entitled to a maximum of 9 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.
- 46.9 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 leave can be taken:
- For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
- For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.
- Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

#### **47. Adoption Leave**

- 47.1 Employees including a casual employee who has had at least twelve months continuous service are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 47.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. 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.
- 47.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.
- 47.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.
- 47.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.
- 47.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

#### **48. Domestic Violence Leave**

Employees shall be entitled to Domestic Violence Leave in accordance with the Employer's Domestic Violence Leave policy, as amended from time to time.

#### **49. Jury Service**

- 49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.
- 49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

#### **50. Blood Donors Leave**

Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours or as recommended by the appropriate Authority.

#### **51. Public Holidays**

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.

- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.
- 51.4 Substitution of certain public holidays, which fall on a weekend:
- Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day;
- Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day;
- Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.
- 51.7 Payment for time worked on a public holiday -
- 51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.
- 51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- 51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.
- 51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:
- 7 hours and 36 minutes pay at ordinary rates; or
- 7 hours and 36 minutes added to his or her Annual Leave; or
- A substitute day off on an alternative week day.
- This shall apply to rostered days off which fall on a Saturday or a Sunday where the Saturday or Sunday is part of the normal working roster, and actually worked by the rostered employee, for at least 4 shifts during the preceding 12 months.
- 51.10 Where an Employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.

- 51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.
- 51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

## **52. Clearance of Public Holidays and Picnic Days**

Where an Employee is required to work on a proclaimed public holiday or picnic day, the Employee will have the option to be paid the monetary value for the day, foregoing accumulation for future clearance, or to accumulate the public holiday or picnic day for clearance with their accumulated leave for that year. If the public holiday or picnic day is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

## **PART VII - WAGES AND RELATED MATTERS**

### **53. Payment of Wages**

- 53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.
- 53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.
- 53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

### **54. Wage Increase**

- 54.1 A 2.27% increase will apply to Employees covered by this Award from 1 January 2014 and a 2.15% increase will apply from 1 January 2015.
- 54.2 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

### **55. Salary Sacrifice for Superannuation**

- 55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee 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 wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:
- 55.2.1 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
- 55.2.2 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 this 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.

55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

55.3.1 Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or

55.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.

55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

55.5 Where the Employee is a member of a superannuation scheme established under:

the *Superannuation Act 1916*;

the *State Authorities Superannuation Act 1978*;

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 subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has 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 subclause 55.5, 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.

## 56. Wage Rates

The rates of pay for the different classifications relevant to this Award, are set out in Schedule A of this Award.

## 57. Supported Wage Systems

57.1 Workers eligible for a supported wage.

57.1.1 This clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) Support wage system means the Commonwealth Government (or State equivalent) system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Processes" as amended from time to time.
- (b) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.

- (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

## 57.2 Eligibility Criteria

57.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

57.2.2 This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Award relating to the rehabilitation of Employees who are injured in the course of their current employment.

57.2.3 The Award does not apply to Employers in respect of their facility program undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Part II of the said Act, or if a part only has received recognition, that part.

## 57.3 Supported Wage Rates

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

Assessed Capacity	Percentage of Prescribed Rate of Pay
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

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

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.



#### 57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

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

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

57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### 57.6 Trial Period

57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.

57.6.4 Work trials should include induction or training as appropriate to the job being trialed.

57.6.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 57.3.4.

### 58. Allowances

58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.

58.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

58.3 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.

58.4 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.

- 58.5 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.
- 58.6 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.
- 58.7 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.
- 58.8 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.
- 58.8.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8 Crib time, except in the following circumstances:
- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
  - (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.
  - (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.
- 58.8.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.
- 58.9 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.
- 58.10 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.
- 58.11 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.
- 58.12 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.
- 58.13 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowance specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.

**58.14 Travelling and working away from usual place of work**

- 58.14.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.
- 58.14.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.
- 58.14.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.14.1 and 58.14.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.
- 58.14.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.
- 58.14.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.14.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.

**58.15 Living away from home**

- 58.15.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.15.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.15.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.15.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (ie Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or 11 kilometres from the home station in Newcastle, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

**PART VIII - TRAINING**

### **59. Training**

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.
- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

### **60. Training Costs**

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

### **61. Learning and Development Committee**

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 To enable Employee involvement in the training processes.
- 61.2.2 The Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.

- 61.3 The Learning and Development Committee shall be comprised of two Service Managers, a learning and development representative; an engineering repair tradesperson from each stream, one representative from the Newcastle Workshop and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.
  - (b) recommencing individual Employees for training and reclassification.
  - (c) reviewing assessment and criteria to be applied for new and existing staff.
  - (d) advising management and Employees regarding the ongoing effectiveness of the training.

### **62. Training for Relief Leading Hands**

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.
- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (eg Gas Bus Certification).

## **PART IX - COMMUNICATION/CONSULTATION**

### **63. Consultative Mechanism and Procedure**

The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

### **64. Communications and Consultation**

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65 the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

## 65. Consultative Committee

65.1 A consultative committee shall be established at each garage.

65.2 Functions of the Consultative Committees:

65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.

65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.

65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.

65.3 Composition of Consultative Committee

65.3.1 The Consultative Committee shall be comprised of six permanent members of which:

- (a) two will be representatives of management, at least one shall be of senior management level; and
- (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).

65.4 Meetings

65.4.1 The consultative committee shall meet as required but not less than monthly.

65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

65.4.3 Committee members may co-opt others to represent them at meetings when required.

65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.

65.5 Consultative Procedures

65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.

65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.

65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.

65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed

agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.

- 65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

#### **66. Productivity Committee**

- 66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.
- 66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.
- 66.3 The terms of reference must include:
- 66.3.1 Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
  - 66.3.2 Genuine time frames for targets to be achieved.
  - 66.3.3 Periodic reviews of progress and major reviews.
  - 66.3.4 Mechanisms to review and implement new initiatives.
  - 66.3.5 Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.
  - 66.3.6 An internal disputes settlement mechanism.
- 66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Union New South Wales.

#### **67. Introduction of Change**

- 67.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their Unions.
- 67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **68. Delegates**

- 68.1 For the purposes of:
- 68.1.1 ensuring compliance by the Parties with the terms of this Award; and
  - 68.1.2 facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives, an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.

68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.

68.3 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 interview a duly accredited union official of the union to which he/she belongs.

68.4 Delegate Training:

Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.

68.5 Amenities:

The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

### **69. Right of Entry of Union Officials**

69.1 For the purposes of:

69.1.1 Ensuring compliance by the Parties with the terms of this Award; and

69.1.2 Facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:

- (a) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
- (b) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.

69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.

69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

## **PART X - GENERAL**



## **70. Drugs and Alcohol**

- 70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.
- 70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

## **71. Renegotiation**

It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

## **72. Dispute Settlement Procedure**

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

### **72.2 Step 1**

In the first instance, any claim, dispute or matter (the Dispute) 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 Manger). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

### **72.3 Step 2**

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

### **72.4 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 or local union delegate to a Union Official, who must attempt to resolve the dispute.

### **72.5 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 Manager, Employee Relations for resolution, in conjunction with the relevant Manager/s or General Manager/s.

### **72.6 Step 4**

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Manager Employee Relations, may refer the matter to the General Manger, Human Resources (or, at the discretion of the General Manger, Human Resources, the Chief Executive) for a further attempt at resolution between the parties.

### **72.7 Step 5**

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may 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.

72.8 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 Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 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.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

72.11 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.

72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.

72.13 The parties acknowledge that, where a Dispute involves a matter where 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.

### **73. No Extra Claims**

73.1 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.

73.2 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.

73.3 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* or its successor are not prohibited by this clause.

**PART B****SCHEDULE A - WAGES AND ALLOWANCES TABLES****Table 1 - Wages**

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 January 2014 2.27%	1 January 2015 2.15%
L/H Step 1	\$1,253.40	\$1,280.30
L/H Step 2	\$1,289.40	\$1,317.10
L/H Step 3	\$1,325.60	\$1,354.10

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2014 2.27%	1 January 2015 2.15%
ERT Level 4	\$1,185.10	\$1,210.60
ERT Level 3	\$1,126.30	\$1,150.50
ERT Level 2	\$1,071.40	\$1,094.40
ERT Level 1	\$1019.60	\$1,041.50

Weekly Rates for Storeperson

Classification	1 January 2014 2.27%	1 January 2015 2.15%
Level 2	\$1,005.10	\$1,026.70
Level 1	\$943.10	\$963.40

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2014 2.27%	1 January 2015 2.15%
ERA Level 4	\$943.10	\$963.40
ERA Level 3	\$892.00	\$911.20
ERA Level 2	\$866.70	\$885.30
ERA Level 1	\$815.90	\$833.40

Weekly Rates for Apprentices

Classification	1 January 2014 2.27%	1 January 2015 2.15%
4th Year (88%)	\$897.20	\$916.50
3rd Year (75%)	\$764.70	\$781.10
2nd Year (60%)	\$611.80	\$624.90
1st Year (50%)	\$509.80	\$520.80
plus the relevant proportionate Industry Allowance.		

**Table 2 - Allowances**

Allowances	1 January 2014 2.27%	1 January 2015 2.15%
Wet Work	\$0.60 ph	\$0.62 ph
Confined Spaces	\$0.76 ph	\$0.77 ph
Height Money	\$0.39 ph	\$0.40 ph
Asbestos	\$0.80 ph	\$0.81 ph
Fibreglass	\$0.28 ph	\$0.28 ph
Supervisor Certificate - Electrician	\$40.78 pw	\$41.65 pw
Registration Certificate - Electrician	\$22.12pw	\$22.60 pw
Private Motor Vehicle	<p>Rate prescribed by Premier's and as published in STA policies when an Employee is required to use their own vehicle. Premier's rate as at 1 July 2013 are currently:</p> <p><u>Engine Capacity Rates</u>            2601 cc and over 75 cents per km            1601 cc to 2600cc 74 cents per km            1600 cc or less 63</p> <p><u>Casual Rates</u>            Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.</p>	
Asbestos Eradication	\$2.37ph	\$2.42 ph
First Aid	\$3.09 pd	\$3.16 pd
Industry Allowance (non Apprenticed full time adult employees)	\$46.23 pw	\$47.22 pw
Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	<p>Allowances prescribed by Premier's and as published in STA policies shall be payable with respect to overnight travel allowance (as at 1 July 2013, rate for Sydney is \$301.85 and Newcastle \$261.85) and meal allowances for one day journeys which as at 1 July 2013 range from \$24.90-47.75.</p>	
<p>The overtime meal allowances is currently \$13.80 for the first meal and \$12.00 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.</p>		

M. J. WALTON J , *President*

## STATE TRANSIT AUTHORITY BUS ENGINEERING AND MAINTENANCE ENTERPRISE (STATE) AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 116 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

### VARIATION

1. Delete the words "Division of the Government Service" appearing in the title of the award made 26 February 2014.
2. In clause 1, Award Title, delete the words "Division of the New South Wales Government Service".
3. Delete subclause 4.2.1 and insert in lieu thereof:
  - 4.2.1 the Secretary of the Department of Transport as head of the Transport Service (the Employer);  
and
4. Delete the words "of the State Transit Authority Division of the New South Wales Government Service, Transport for NSW" appearing in paragraph 4.2.2 of subclause 4.2 of clause 4, Area, Incidence and Duration, and insert in lieu thereof "employed as members of the Transport Service in the STA Group".
5. In the said paragraph 4.2.2, following the words "specified in this Award", insert "(Employees)".
6. Insert in numerical order the following new subclauses 4.3, 4.4 and 4.5 in the said clause 4 as follows:
  - 4.3 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
  - 4.4 "State Transit" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was inserted 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).
  - 4.5 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
7. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J , *President*

## STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE (STATE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 115 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

### VARIATION

1. In clause 1, Title of the award published 29 June 2012 (372 I.G. 1228), delete the words "Division of the Government Service".
2. Delete subclause 3.6 of clause 3, Definitions and Explanations and insert in lieu thereof the following:
  - 3.6 "Employer" means the Secretary of the Department of Transport as head of the Transport Service".
  3. Renumber the definition of "Employee" in the said clause 3 to read "3.7".
  4. In the renumbered subclause 3.7, following the words "casual employee", delete the words "covered by this Award of" and insert in lieu thereof "employed as a member of the Transport Service in the STA Group in".
  5. Renumber the definition of "O/MBSC" to read subclause "3.8".
  6. Renumber the definition of "Ordinary rates" to read subclause "3.9".
  7. Renumber the definition of "Parties" to read subclause "3.10".
  8. Renumber the definition of "Penalty Payments" to read subclause "3.11".
  9. Renumber the definition of "RTBU" to read subclause "3.12".
  10. Renumber the definition of "State Transit" to read subclause "3.14".
  11. In clause 3, following the definition of "RTBU" in renumbered subclause 3.12, insert a new definition as follows:
    - 3.13 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
    12. Delete renumbered subclause 3.14 and insert in lieu thereof:
      - 3.14 "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).

13. In clause 3, following the definition of "State Transit" at subclause 3.14, insert a new definition as follows:
  - 3.15 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
14. In clause 5.1 of clause 5, Area, Incidence and Duration, following the words "binding on the", delete the words "State Transit Authority Division of the Government Service" and insert in lieu thereof "Employer".
15. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J, *President*

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# STATE TRANSIT AUTHORITY NEWCASTLE FERRY MASTERS INTERIM AWARD 2014

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 104 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

## AWARD

### PART A

#### SECTION 1 - APPLICATION AND OPERATION OF AWARD

##### 1. Title

This Award shall be known as the "State Transit Authority Newcastle Ferry Masters Interim Award 2014" ("the Award")

##### 2. Arrangement

Clause No.	Subject Matter
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#### SECTION 1 - APPLICATION AND OPERATION OF AWARD

- |    |                              |
|----|------------------------------|
| 1. | Title                        |
| 2. | Arrangement                  |
| 3. | Definitions and Explanations |
| 4. | Objectives                   |
| 5. | Anti-Discrimination          |
| 6. | Area, Incidence and Duration |
| 7. | No Extra Claims              |
| 8. | Blank                        |

#### SECTION 2 - EMPLOYMENT RELATIONSHIP

- |     |                                |
|-----|--------------------------------|
| 9.  | Communication and Consultation |
| 10. | Permanent Full Time Employment |
| 11. | Permanent Part Time Work       |
| 12. | Casual Employment              |
| 13. | Job Share Arrangements         |
| 14. | Use of Skills                  |
| 15. | Termination of Employment      |

#### SECTION 3 - WAGES AND RELATED MATTERS

- |     |                                     |
|-----|-------------------------------------|
| 16. | Rates of Pay                        |
| 17. | Aggregate Wage Rate                 |
| 18. | Payment of Wages                    |
| 19. | Salary Sacrifice for Superannuation |
| 20. | Higher Functions                    |
| 21. | Outside Harbour Limits Rate         |



22. Reporting for Duty
23. Vessel Maintenance

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

24. Hours of Work
25. Saturday and Sunday Work
26. Overtime
27. Shift Rates
28. Crib Breaks / Rest Breaks
29. Aggregate Wage Arrangement
30. Reduction of Overtime Outside the Aggregate Wage
31. Records

#### SECTION 5 - ALLOWANCES AND EXPENSES

32. Uniform Allowance
33. Dual Capacity Allowance
34. Meal Allowance
35. First Aid Allowance
36. On Call Allowance
37. Re-imbursment of Expenses
38. Re-imbursment for Mobile Telephone Use
39. Compensation for Loss of Personal Effects

#### SECTION 6 - ROSTERS AND RELATED MATTERS

40. Shift Work Rosters
41. Maximum Shift Lengths
42. Consultation Process for Roster Changes
43. Exchange of Shifts
- 43A Allocation of Work

#### SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

44. Leave
45. Sick Leave
46. Carers' Leave
47. Bereavement Leave
48. Family Leave
49. Public Holidays
50. Jury Service Leave
51. Sickness on Annual Leave or Long Service Leave

#### SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

52. Occupational Health and Safety
53. Career Progression and Training
54. Masters Performing Training Functions

#### SECTION 9 - GENERAL

55. Abandonment of Employment
56. Employee Counselling Program
57. Travelling Arrangements
58. Journey Travel Insurance

## SECTION 10 - INDUSTRIAL RELATIONS

- 59. Dispute Settlement Procedure
- 60. Union Training Leave
- 61. Renegotiation of Award

## PART B - RATES AND ALLOWANCES

- Table 1 - Wage Rates
- Table 2 - Other Rates and Allowances

**3. Definitions and Explanations**

- 3.1 Bay, harbour or river vessel means any vessel which is mainly used in water where the Navigation Act, 1912 of New South Wales or as amended, or any applicable State enactment does not require a ship to be provided with a Master duly certificated for a higher grade than that of a river and bay ship, or a harbour and river vessel, or of a similar ship or vessel.
- 3.2 Double time means twice the ordinary hourly rate.
- 3.3 AMOU means the Australian Maritime Officers Union.
- 3.4 Employer means the Secretary of the Department of Transport as head of the Transport Service.
- 3.5 State Transit or State Transit Authority means State Transit Authority of New South Wales
- 3.6 Employee means any person who is employed as a member of the Transport Service in the STA Group in a classification listed in Part B Table 1 of this Award.
- 3.7 Master means an employee having the command, charge or management of a vessel.
- 3.8 Ferry service means ferry service/s operated by Newcastle Bus and Ferry Services of State Transit.
- 3.9 Engineer means an employee who is qualified under any statute or regulation of the Commonwealth or of a State to be in charge of the machinery of a vessel.
- 3.10 Ordinary rate means the weekly base rate prescribed in Part B, Table 1 of this Award.
- 3.11 Hourly rate means 1/38th of the sum referred to in the Ordinary Rate of this clause.
- 3.12 Afternoon shift shall mean any shift terminating subsequent to 6.00 p.m. and at or before midnight.
- 3.13 Night shift shall means any shift terminating subsequent to midnight and at or before 8.00 a.m.
- 3.14 Month means calendar month.
- 3.15 Commission or Industrial Relations Commission means the Industrial Relations Commission of New South Wales.
- 3.16 Vessel means ferry and/or passenger vessel.
- 3.17 Passenger means every person carried on a vessel other than the Master or crew.
- 3.18 Union means the Australian Maritime Officers Union.
- 3.19 Act means the New South Wales Industrial Relations Act of 1996 or as amended from time to time.
- 3.20 Treble time means three times the ordinary hourly rate.

- 3.21 Time and a half means 1.5 times the ordinary hourly rate.
- 3.22 Double time and a half means 2.5 times the ordinary hourly rate.
- 3.23 STA Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
- 3.24 Transport Service means the Transport Service of New South Wales established by the Transport Administration Act 1988.

#### 4. Objectives

- 4.1 The NSW Government has specified the following major priorities for State Transit, Newcastle Ferries:
- 4.1.1 Operate efficient, safe and reliable ferry services.
- 4.1.2 Be a successful business and to this end:
- (i) operate efficiently as any comparable business; and
  - (ii) maximise its net worth.
- 4.1.3 Exhibit social responsibility to its employees and the public by having regard to the interests of the community in which it operates
- 4.1.4 Conduct its operations in compliance with the principles of ecologically sustainable development.
- 4.1.5 Exhibit a sense of responsibility towards regional development and decentralisation.
- 4.2 In the furtherance of these priorities, the parties are committed to the adoption of, and acknowledge the existence of, the following objectives and principles:
- The provision of a quality ferry service that is responsive to the requirements of customers and is characterised by its:
- (i) reliability;
  - (ii) flexibility; and
  - (iii) cost effectiveness.
- 4.3 Seeking to secure State Transit, Newcastle Ferries long-term viability by improving service efficiency and its financial position.
- 4.4 Acknowledgment of the need for continuous change and reform and a commitment to positively and constructively support initiatives designed to improve service efficiency and State Transit, Newcastle Ferries financial position.
- 4.5 The creation of a work environment which will encourage and support a skilled and committed workforce.
- 4.6 The prevention of industrial disputes.
- 4.7 Improving communication between all employees.
- 4.8 Enhancing consultation between all employees.

- 4.9 Customer Service - Improving Customer Satisfaction
- 4.10 It is agreed that Newcastle Ferries are in the passenger transport business. To satisfy customers, there are five main aims:
- (i) To deliver a service that reflects the needs of customers.
  - (ii) To operate with excellent safety standards for the benefit of passengers, staff, the general public and their property.
  - (iii) To provide services that meet high standards of cleanliness, reliability, frequency and timeliness.
  - (iv) To provide customers with complete, easily understood and up to date service information.
  - (v) To make services more accessible for all passengers.
- 4.11 To meet the objectives of the Passenger Transport Act, customer service requires improvement. The steps required to create good customer service are:
- (i) Defining who the customers (internal and external) are,
  - (ii) Identifying the needs of the customer and supporting those needs,
  - (iii) Ensuring that employees attend appropriate customer service training.

## **5. Anti Discrimination**

- 5.1 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 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.
- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the Anti-Discrimination Act 1977;
  - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 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.

## **6. Area, Incidence and Duration**

- 6.1 This Award shall be binding on the Secretary of the Department of Transport as head of the Transport Service, Australian Maritime Officers' Union and all Employees as defined in clause 3 above and replaces in their entirety, all previous Certified Agreements previously binding on the parties.
- 6.2 This Award replaces the State Transit Authority Division of the Government Service Newcastle Ferry Masters Enterprise (State) Agreement 2012.
- 6.3 This Award is to be read in conjunction with the Port Services Award 1998. Where there is a conflict between the Port Services Award and this Award, this Award will prevail.
- 6.4 This Award shall commence on 11 March 2014 and shall expire on 31 December 2014.

## **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 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.
- 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 Award 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. This Clause Has Been Intentionally Left Blank**

## **SECTION 2 - EMPLOYMENT RELATIONSHIP**

### **9. Communication and Consultation**

- 9.1 The parties agree that effective communication and consultation is essential in promoting a successful operation. Consultation provides employees with an opportunity to provide input into the decision making process on actions affecting them.
- 9.2 Information sharing will be achieved through formal and informal means, such as presentations, newsletters and other appropriate avenues.
- 9.3 The elected Workplace Council representative will be the elected AMOU delegate of Newcastle Ferries.
- 9.4 A Workplace Council will be maintained to create a direct link between AMOU, employees covered by the Award and Management. The purpose of the Workplace Council will be to facilitate:
- (i) Open discussions and maintain an exchange of views between the AMOU Workplace Council representative and management.
  - (ii) Monitor the implementation of this Award.
  - (iii) Implement measures to further the Objectives of this Award.
  - (iv) Introduction of new systems and technology.
  - (v) The development of productivity and safety improvements.
  - (vi) Any other agreed matter that the parties wish to discuss.

- 9.5 The Workplace Council representative shall meet with management on a regular basis or as determined between the parties.
- 9.6 The Workplace Council representative may also take an active part in other consultative committees, at Newcastle Ferries.

### **10. Permanent Full Time Work**

Employment shall be by the week.

### **11. Permanent Part Time Work**

- 11.1 While there is a preference to maximise full time work, the parties acknowledge that there may be a need to utilise part time work to satisfy operational needs and statutory obligations.
- 11.2 Where the working hours for a part time position exceed 60% of the average working hours for a full time position in that area, the parties agree to discuss any justification for the position to be full time.
- 11.3 A part time employee shall mean an employee who is engaged on a regular number of hours, which are less than the total minimum rostered hours for any shift in an area over a six week cycle.
- 11.4 A working day shall consist of not less than four consecutive hours and not more than twelve consecutive hours.
- 11.5 Prior to commencing part time work State Transit will advise the employee of the hours to be worked, the days upon which they shall be worked and the commencing times for the work.
- 11.6 Part time employees will be paid on a pro rata basis under the Aggregate Wage arrangement. The pro rata will be calculated as a ratio of the average rostered hours in the area against the actual hours worked in the part time position.
- 11.7 Agreements to work part time may stipulate the duration of the part time employment.
- 11.8 A part time employee will be subject to the call in system under the Aggregate Wage arrangement.
- 11.9 When called in, a part time employee will be credited with the actual hours worked multiplied by the ratio between the average rostered hours in the area and the actual hours worked. The additional adjusted hours will be used only for the purpose of establishing employees' positions on the call list, if a list is required.
- 11.10 A part time employee shall receive all conditions prescribed by this Award on a pro rata basis as defined in clause 11.6.
- 11.11 A change to full time employment from part time employment or to part time employment from full time employment shall not constitute a break in continuity of service.
- 11.12 Permanent part time employee will not have an automatic entitlement to transfer to full time work, but may apply for a vacant permanent full time position and will be considered on the same basis as employees on the Non Permanent List. Suitability and length of service will be used to compete for the position with other part time and non-permanent employees.

### **12. Casual Employment**

Employment shall be by the day.

- 12.1 Employment shall be by the day and casual employees shall be engaged on a minimum of 3 hours call in.
- 12.2 Employment of casuals shall be subject to the operational needs of Newcastle Ferry Services.

- 12.3 Payment shall be in accordance with the base rates contained in Attachment A; plus a loading of 20% in lieu of all leave, excepting long service leave.
- 12.4 Casuals shall not be entitled to payment of public holidays, or other paid holidays, not worked, which full time employees are entitled.

### **13. Job Share Arrangements**

- 13.1 Job sharing is a form of part time employment where more than one employee shares all the duties and responsibilities of one job.
- 13.2 Job sharers shall receive pro rata pay and conditions in proportion to the rostered hours worked by each job sharer.
- 13.3 Job sharing shall be entered into by agreement between State Transit and the employees concerned. State Transit and the job sharers shall agree on the allocation of duties between the job sharers.
- 13.4 In the event of a job sharer vacating the job, State Transit will review the job and shall consider filling the vacant portion of the job under a job sharing arrangement or returning the job to a full time position.
- 13.5 If a job is returned to a full time position the remaining job sharer will be offered the full time position.
- 13.6 An employee who enters into a job sharing arrangement will not have by choice an automatic right of return to a full time position. Access to a full time position will depend on available vacancies and the employee applying for the vacant position within the normal selection process.
- 13.7 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.

### **14. Use of Skills**

- 14.1 Where the employer provides study assistance or relevant industry training the employee receiving such training or assistance may be required to perform duties outside their substantive position utilising the skills or qualifications attained.
- 14.2 An employee who performs duties outside their substantive position will be paid at the appropriate rate of pay for those duties or rate of their substantive position, which ever is higher.
- 14.3 This clause, and the commitment to the use of skills, will not be used to permanently transfer an employee from their substantive position.

### **15. Termination of Employment**

- 15.1 Termination of permanent full time employees shall only be by a week's notice from either the employer or the employee unless the amount of a week's wages be paid or allowed in lieu of such notice.
- 15.2 This shall not affect the right of the employer to dismiss an employee without notice for neglect of duty or serious misconduct and in such cases the wages shall be paid to the time of dismissal only and the employer shall not be obliged to convey the employee to the place of engagement.
- 15.3 Subject to subclause 15.2 above, if the employment is terminated by the employer other than at the place of engagement, the employer shall convey the employee to the place of engagement.

**SECTION 3 - WAGES AND RELATED MATTERS****16. Rates of Pay**

16.1 Wages rates for classifications covered by this Award are listed in Part B, Table 1. The rates incorporate the following wages increases :-

2.5% from 1 January 2012

2.5% from 1 January 2013

2.5% from 1 January 2014

16.2 The percentage increases shown in clause 16.1 will also be applied to the Outside Harbour Limits rate.

**17. Aggregate Wage Rate**

17.1 The aggregate wage rate as set out in Part B - Table 1, includes payment for normal rostered hours, all allowances, including annual leave loading, and all penalties, except Christmas Day penalties.

17.2 The aggregate wage rate shall apply to periods of paid leave.

**18. Payment of Wages**

18.1 Wages shall be paid weekly or fortnightly where agreed at the enterprise in the employer's time or by electronic transfer.

18.2 If a pay day occurs on an employee's rostered day off duty the employer shall cause the payment of wages to take place on the rostered day on immediately prior to taking of leave.

**19. Salary Sacrifice for Superannuation**

19.1 Salary sacrifice will be in accordance with Government policy and guidelines.

**20. Higher Functions**

20.1 An employee engaged for two hours or more on any one day or shift on duties carrying a higher rate than that ordinarily applicable to that employee shall be paid at the higher rate for the whole of such day or shift. If engaged for not more than two hours on any day or shift they shall be paid for the time worked at the higher rate.

20.2 Where in any overtime period an employee is engaged on duties carrying a higher rate than that applicable ordinarily to them for more than two hours, the employee shall be paid the higher of such rates for the whole of that overtime period. If engaged for not more than two hours in any overtime period the employee shall be paid for the time worked at the higher rate.

**21. Outside Harbour Limits Rate**

21.1 Where an employee is required to operate a vessel outside the prescribed limits of the Port of Newcastle, the applicable rate of pay shown in Part B, Table 2 of this Award, shall apply.

21.2 This rate is applicable for any voyage or voyages within a period from 0001 to 2400 hours on any day.

21.3 The meal allowance, as shown in Part B Table 2 of this Award shall be payable for each five hour period worked by an employee on work prescribed in this clause.

21.4 The aggregate wage will not be paid for any work prescribed by this clause.



## **22. Reporting for Duty**

- 22.1 An employee, who attends for duty in accordance with instructions but is not required shall receive a minimum of six hours pay.
- 22.2 An employee, who actually commences duty and is subsequently not required shall receive a minimum of six hours pay.

## **23. Vessel Maintenance**

- 23.1 Masters will undertake the work of recording in the vessel's log book, and performing tasks on a daily basis to include the following:

Exhaust Temperature

Engine Oil Temperature

Oil Pressure

Water Temperature

Battery Voltage

Gear Box Lube Oil Pressure

Gear Box Lube Oil Temperature

Tightening Fender Bolts

Changing Fluorescent Tubes and Light Globes

Adjusting Belts on Engines

Oil and Oil Filter Changes

- 23.2 Any other minor mechanical and electrical adjustments or repairs
- 23.3 In addition to the above tasks, Masters will perform vessel maintenance and routine engine and system checks, on two (2) occasions (10 minutes each occasion) per shift.
- 23.4 On a weekly basis the following are to be recorded or performed:

Fuelling (Sunday shift)

Main Engine Hours

Generator Hours

- 23.5 The benefits of this additional work are that vessel crews will be more aware of potential problems with the engines; and the vessel will be closely maintained.

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

### **24. Hours of Work**

- 24.1 The ordinary hours of duty for an employee shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 80 hours in a fortnight, and no more than 44 hours in a week.

- 24.2 Excess ordinary time worked in a cycle shall be accrued leisure time which will be cleared by a rostering arrangement. Time worked on a Sunday shall not count as ordinary time.
- 24.3 The ordinary hours of duty on any day shall be a minimum of six and a maximum of eleven to be worked consecutively, provided that the ordinary hours may be varied by agreement between the parties and the employer or in cases of emergency.
- 24.4 The rostered hours of duty in force at the time of the making of the Award shall continue, subject to any alteration by agreement between the parties.
- 24.5 A crib break of twenty minutes, which shall be counted as time worked shall be allowed after two hours and within five hours of the commencement of a shift, excepting cruises and charter work.
- 24.6 The maximum hours of work in any one day including overtime, shall not exceed sixteen.
- 24.7 The ordinary hours of duty shall be as rostered. It is recognised that the ordinary hours of duty shall not be less than 38 hours per week, in any work cycle.

### **25. Saturday and Sunday Work**

- 25.1 All time worked between midnight on Friday and midnight on Saturday which forms Part of the ordinary rostered hours shall be paid at time and a half.
- 25.2 All time worked on Sundays shall be paid at double time.
- 25.3 Where more than twelve hours are required to be worked on a Sunday or a public holiday it shall be done in two shifts unless the parties otherwise agree or in the case of emergency.

### **26. Overtime**

- 26.1 Rates
- 26.1.1 All time worked in excess of eleven hours on any shift shall be paid at the rate of double time. All time worked in excess of 80 hours in a fortnight, or 44 hours in a week shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 26.1.2 Notwithstanding the provisions of subclause 26.1.1, all time worked before the ordinary starting time or after the ordinary finishing time shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 26.1.3 All time worked on an employee's rostered day off shall stand alone and be paid at the rates of time and a half for the first two hours and double time thereafter with a minimum payment of six hours work.
- 26.1.4 An employee who has worked overtime shall not be required to commence a new shift until he has had a break of at least ten hours, unless otherwise agreed between the parties.
- 26.1.5 An employee recalled to work overtime after leaving the premises of the employer shall be paid a minimum of six hours at overtime rates irrespective of being notified before or after leaving the premises.
- 26.1.6 The employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirements.
- 26.1.7 In the payment of overtime, calculations shall be made to the next half of an hour, excepting overtime incorporated in fixed rosters.
- 26.2 Time in Lieu of Overtime

26.2.1 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.

26.2.2 The time off in lieu will be based on the actual hours worked.

26.2.3 The employer shall record time off in lieu arrangements for each occasion this provision is used.

26.2.4 Time in lieu must be taken within six (6) months of accrual otherwise the accrued time will be paid out at the appropriate rate set out in clause 29.1.

### 26.3 Making reports

26.3.1 An employee who is required by management to make a report (excluding minor defect reports), in their own time, concerning an incident involving a vessel of the employer shall be paid for the time involved at ordinary rates with a minimum payment of one hour.

### 26.4 Overtime Outside the Aggregate Wage Arrangement

26.4.1 All overtime worked outside the boundaries of the aggregate wage, shall be paid at the normal base rate for the position, and attract penalties as provided for in this Award.

## 27. Shift Rates

27.1.1 An employee who works on an afternoon or night shift as defined in Clause 3 - Definitions, shall be paid a shift allowance of fifteen per cent more than their ordinary rate of pay.

27.1.2 An employee who commences duty before 6.30am shall be paid an allowance of 10 per cent more than their ordinary rate of pay.

27.1.3 The allowance referred to in subclauses 27.1.1 and 27.1.2, shall be paid for work performed on a Saturday, Sunday or Public Holiday in addition to the rates prescribed for work on these days.

## 28. Crib Breaks / Rest Breaks

28.1 To reduce fatigue and promote safety the following shall be strictly adhered to:

(i) A crib break of at least thirty minutes free of duty shall be counted as time worked and shall be allowed within five hours of the commencement of a shift.

(ii) Periods of duty shall not exceed five hours without a crib break.

(iii) In the interest of safety it is the intention of the parties that all crib breaks shall be taken as a rest period.

28.2 However in cases of emergencies or the continuation of the service, crib breaks may be worked through by mutual agreement.

28.3 Any employee who has worked a shift shall not be required to commence a new shift until they have had a break of at least ten hours, unless otherwise agreed between the employee and the employer.

28.4 The ten hour break shall only commence when the employee finally departs after completion of the shift, including any repair requirements, connecting shore power or special requirements as requested by State Transit

## 29. Aggregate Wage Arrangement

29.1 Full time employees will be engaged on an aggregate wage arrangement.

- 29.2 The aggregate wage arrangement will include coverage of normal rostered hours, all allowance and penalties, to an average of 100 hours per fortnight over a six week cycle.

Employees may be called in to work on their rostered day off to cover absences of other employees, provided the work does not exceed the average of 100 hours per fortnight over a six week cycle.

- 29.4 Hours worked in excess of an average of 100 hours per fortnight over the six week cycle, will be paid at overtime rates.
- 29.5 Employees will cover absences for up to two (2) continuous days provided an employee is not required to work more than 14 days continuously.
- 29.6 Hours required to cover the following absences will not form part of the aggregate wage arrangement and will be paid at overtime rates :

Approved self education courses

Parental Leave

Long Service Leave

Sick Leave in excess of 1 day, and in excess of 2 continuous shifts, where the roster does not provide for the absence

Second or subsequent days of Jury Duty, maritime NSW matters, or work related court appearances,

Workers Compensation

Christmas Day penalties

New Year's Eve (afternoon shift only)

Leisure Leave

Military, study and examination leave in excess of 2 continuous shifts

Leave without pay in excess of 2 continuous days

Training in excess of 2 continuous days

Crib Breaks

Annual Leave

### **30. Reduction of Overtime Outside the Aggregate Wage**

- 30.1 The parties acknowledge that the aggregate wage systems for Newcastle Ferries introduced in earlier agreements:
- (a) incorporated aggregated annual levels of overtime; and
  - (b) were intended to minimise the need for paid overtime outside the various aggregate wage systems;

### **31. Records**

- 31.1 The employer shall keep or cause to, be kept a record of the times during which each employee has been on duty, including the times of commencing and finishing duty by each employee on each day and the

payments made to each employee, including wages, overtime payment and all allowances paid to them, and a duly accredited official of the union shall be permitted by the employer to inspect such records at reasonable times during the office hours of the employer at their place of business.

## SECTION 5 - ALLOWANCES

### 32. Uniform Allowance

32.1 Uniforms and overalls shall be supplied by State Transit Authority in accordance with the list below.

QUANTUM	ARTICLE	ISSUE
1	Battle Jacket	3 Years
1	Pea Jacket	3 Years
1	Pair Shoes	Per annum
1	Pair Sea Boots	Replace on Fair Wear and Tear Basis
1	Safety Boots	Replace on Fair Wear and Tear Basis
1	Set Wet Weather Gear	4 Years
1	Pair Sunglasses	Per Annum
1	Cap	4 Years
1	Pair Overalls	Replace on Fair Wear and Tear Basis

32.2 In addition the following items will be supplied on a Points Basis with an allocation of 40 points per annum.

ARTICLE	POINTS PER ARTICLE
Trousers	4
Shorts	3
Shirts	4
Socks	1
Pair Epaulettes	1
Belts	1
Jumper	4

### 33. Dual Capacity Allowance

Where a Master carries out functions of an engineer they will be paid a dual capacity allowance as prescribed in Part B, Table 1 of this Award.

### 34. Meal Allowance

An employee required to work overtime for more than one and a half hours in accordance with subclause 26.1.3, shall be paid a meal allowance and, if required to remain on duty for a further four hours, shall be paid an additional allowance for a second meal. The applicable rate is shown in Part b, Table 2 of this Award.

### 35. First Aid Allowance

An employee on becoming qualified as the holder of appropriate first aid qualifications such as a certificate from the St Johns Ambulance or its equivalent, and who is required by the employer to perform first aid duty shall be paid an allowance as prescribed in Part B, Table 2 of this Award.

### 36. On Call Allowance

36.1 A daily on call allowance as set out in Part B, Table 2 will be paid to one casual employee each day to be on call for work if required.

- 36.2 In cases where a casual employee is not available, a permanent employee may be paid the on call allowance, provided they are on call outside their aggregate wage arrangement obligations.
- 36.3 The employee receiving the allowance must be available for work and be able to be contacted by telephone during the period they are on call.
- 36.4 The allowance will not be payable on the days when the on call employee is called in to work, unless the employee remains on call after the work is completed. If the employee is called in to work for the second time on the same day, the allowance will not be payable unless the employee remains on call after the second period of work.

### **37. Re-Imbursement of Expenses**

- 37.1 The employer shall reimburse an employee any expenses reasonably incurred by them in the service or interest of the employer.
- 37.2 As well as to the other matters, this clause shall apply to injuries as to casualties or as to the conduct of employees and to proceedings for any alleged breach of any maritime or port or other regulations, unless the Authority conducting the inquiry or proceedings find that such inquiry or proceedings have been occasioned by the wilful default or serious misconduct of the employee, or in the event of an appeal there from, the appellate Tribunal finds that such inquiry or proceedings have been occasioned by the wilful default or serious misconduct of the employee.
- 37.3 If there is no agreement on the reimbursement of expenses between State Transit and the employee, then the matter will be the subject to the Dispute Resolution Procedures contained in Clause 59 of this Award.

### **38. Re-Imbursement for Mobile Telephone Use**

- 38.1 Employees may claim for the re-imbusement of mobile telephone calls incurred through essential business use, provided claims for calls are supported by invoices.

### **39. Compensation for Loss of Personal Effects**

- 39.1 In the course of employment if an employee should sustain damage to, or loss of, their personal effects by fire, explosion, foundering, shipwreck, collision, stranding or accident and where such damage was, not caused by the employee's own wilful neglect or fault or where such articles are lost through breaking and entering whilst securely stored at the employer's direction in a room or building on the employer's premises, vessel or workshop, the employer shall compensate the employee to the extent of the damage or loss to a maximum amount of \$1500, subject to production to the employer of satisfactory proof of the value of the item.
- 39.2 Provided that:
- (i) with the exception of timepieces, compensation shall be limited to a maximum of \$500 for any single item; and
  - (ii) compensation shall only be paid for personal effects which may reasonably be required by the employee for the performance on their duties.

## **SECTION 6 - Rosters and Related Matters**

### **40. Shift Work Rosters**

- 40.1 Rosters showing ordinary, daily, weekly and fortnightly hours of work of all employees shall be exhibited by the employer at a place reasonably accessible to the employees and unless for good and sufficient reasons shall not be altered and without seven days notice being given to the employee or employees concerned.

- 40.2 An employee who becomes temporarily surplus to manning requirements because of changed or unforeseen circumstances, or a spare employee who has been engaged, shall be given as soon as practicable, a temporary roster with hours of duty from 6.00am to 2.00pm on Mondays to Fridays. These hours of duty may be changed by the employer provided 24 hours notice is given of such change.
- 40.3 An employee who is not given the notice, of change as provided in sub clauses 40.1 and 40.2 shall be paid at overtime rates for the time worked outside the hours previously rostered.
- 40.4 The notification period for a change of rosters will be 48 hours from the time the employee is notified of the change.
- 40.5 This arrangement applies to leisure reliefs, holiday reliefs, standby and employees transferring to another rostered shift. This does not apply to spare employees whose present arrangements shall remain.

#### **41. Maximum Shift Lengths**

- 41.1 The maximum hours of work in any one day including overtime, shall not exceed twelve hours.

#### **42. Consultation Process for Roster Changes**

- 42.1 The parties agree that any changes to rostering arrangements will be developed and implemented in the following manner:
- (i) Where a proposal is made to change any roster arrangements, the State Transit Authority of New South Wales, the Workplace Council and the AMOU will consult prior to implementation.
  - (ii) Agreement to implement such a proposed change will not unreasonably be withheld by State Transit Authority, the employees or the AMOU.
  - (iii) Where any substantial objection is raised, the status quo shall remain and the issue will be referred to the Disputes Procedure.

#### **43. Exchange of Shifts**

- 43.1 Employees may exchange individual shifts or a part of an individual shift by mutual agreement between themselves, subject to the approval of the employer.

The employer shall be given a minimum of 24 hours notice to exchange an individual shift or to exchange part of a shift.

Any hours worked as a result of an exchange under this sub clause shall not attract overtime rates if the exchange causes an employee to exceed their normal span of hours.

Hours worked as a result of the exchange shall not exceed 12 hours on any day and the exchange shall not breach the requirement to maintain a 10 break between shifts.

#### **43A Allocation of Work**

- 43A.1 The parties agree that under some circumstances it may be necessary for State Transit employees not covered by this Award to operate ferries. Such alternative staffing arrangements are not intended to displace Masters from their normal work.

43A.2 The allocation of work will continue to be as follows :-

- (i) work will be offered to existing Masters under the Aggregate wage arrangement under this Award;
- (ii) if available, an on-call employee will be called to fill a vacancy or to take charge of a ferry;

- (iii) work will be offered on a voluntary overtime basis to Masters provided fatigue requirements are not breached.

43A.2 Should a Master not be available after following these processes in then alternative staffing arrangement options may be sought. The alternative staffing arrangement will only continue until a Master, including an on-call Master becomes available.

43A.3 Circumstances that may necessitate an alternative staffing option may include but are not limited to :-

- (i) continuity of ferry services in the event that a rostered Master becomes sick or unavailable
- (ii) the need to move a ferry for maintenance or refuelling

43A.4 Operation of ferries under an alternative staffing option will only be undertaken by staff with the required qualifications to operate ferries in Newcastle Harbour.

#### SECTION 7 - Leave and Public Holidays

### 44. Leave

44.1 Employees shall be entitled to a total of 10 weeks (50) days leave, free of duty, in each calendar year or to proportionate leave for any continuous service of less than a year.

The leave prescribed in this clause includes:

- (a) 5.0 weeks Annual Leave
- (b) 2.6 weeks Leisure Leave
- (c) 2.4 weeks Maritime Leave

All leave will be cleared through a rostered leave arrangement.

44.2 State Transit shall pay the employee in advance or in running at the employees discretion before the commencement of the employee's leave and shall give the employee not less than one month's notice of the commencement of their leave.

44.3 Where the service has been terminated before the expiration of one year, the employer shall pay pro rata of the ordinary pay earned by them during the period of their employment, the employment in respect of which leave has not been granted in accordance with this clause.

44.4 For the purpose of this clause an employee shall be deemed to have served continuously for the aggregate of their employment and such service shall be deemed not to have been interrupted by :-

- (i) transfer to some other work of the employer
- (ii) a transfer of employment for the convenience of the employer
- (iii) any period of leave of absence on account of sickness up to an aggregate of fifteen days in any one year in respect of which the employee is entitled to sick leave under the provisions of this Award.

44.5 A year of employment shall be deemed to have been achieved notwithstanding interruption by change of employment or work or absence not exceeding fifteen days due to sickness in terms of the sick leave provisions clause 55 of this Award.

44.6 Service with State Transit prior to the date of coming into operation of this clause shall be taken into account for the purpose of calculating the leave due under this clause.



- 44.7 The employer shall keep or cause to be kept a holiday record showing the period of service of each employee and the leave allowed under this clause. An officer of the AMOU shall be granted access to this record for the purposes of inspection and copy during ordinary office hours at the place where the record is kept.
- 44.8 Employees are entitled to take single days Annual Leave by choice up to a maximum of ten (10) days per calendar year and subject to:
- (a) a relief being available.
  - (b) such days being agreed in advance between Management and the employee.
- 44.9 If State Transit implements a new payroll system there will be an expectation that the new system will include improved employee access to information about leave balances. The improvement may include displaying leave balances on pay slips or employee accessible kiosks.

#### **45. Sick Leave**

- 45.1 Employees on weekly hire shall be entitled to sick leave granted by administrative action to wages employees of the State Transit Authority.
- 45.2 Under State Transit Authority administrative action, employees will be entitled to fifteen (15) days sick leave, based on a 38 hour week.

#### **46. Carer's Leave**

##### **46.1 Amount of Paid Carer's Leave**

- 46.1.1 An employee with responsibilities in relation to members of their immediate family or household (the Person) who need their care and support is entitled to use up to 5 days per annum paid Carer's leave to provide care and support for such persons when they are ill.
- 46.1.2 Paid Carer's Leave is deducted from an employee's annual sick leave entitlement (Current Year Sick Leave). For the avoidance of doubt, Carer's Leave is not an additional form of leave, but an entitlement which allows an employee to utilise paid sick leave for reasons other than personal illness or injury.
- 46.1.3 Where an employee has no Current Year Sick Leave available, an employee may utilise paid sick leave accumulated in a previous year to take paid Carer's leave.
- 46.1.4 For the avoidance of doubt, any entitlement to take paid, unpaid or a combination of paid and unpaid carer's leave under this clause is capped at a maximum of 5 days per annum.
- 46.1.5 Carer's leave may be taken for part of a single day.

##### **46.2 Immediate Family or Household**

- 46.2.1 The entitlement to take paid Carer's leave in accordance with this clause is subject to the Person being either:
- (a) a member of the employee's family; or
  - (b) a member of the employee's household.
- 46.2.2 The term immediate family includes:
- (a) spouse (including a former spouse, de facto spouse and a former de facto spouse) of the employee. A defacto spouse in relation to a person means a 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; and

- (b) child or adult (including adopted child, stepchild or an ex nuptial child), parent grandparent, grandchild, sibling of the employee or spouse of the employee.

#### 46.3 Entitlement to Use Carer's Leave

46.3.1 The entitlement to use Carer's leave is subject to:

- (a) the employee being responsible for the care of the Person concerned; and
- (b) Production by the employee of a medical certificate which certifies:
  - i. the identity of the Person concerned; and
  - ii. that the illness was such as to require care by another.

46.3.2 State Transit may waive the requirement for Carer's leave to be supported by a medical certificate, in certain circumstances, and instead require other satisfactory evidence in support.

46.3.3 In normal circumstances an employee is not entitled to take Carer's leave under this clause where another person has taken leave to care for the same person.

46.3.4 For the avoidance of doubt, an employee is not entitled to take Carer's leave under this clause where the Person is under the care of a medical practitioner, nurse or other health professional unless:

- (a) the need for such care by the employee is based on medical grounds; and
- (b) is supported by the production of medical evidence certifying such medical grounds.

46.3.5 The employee must, where practicable, give Newcastle Ferries notice prior to the absence of the intention to take Carer's 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 Newcastle Ferries by telephone of such absence at the first opportunity on the day of the absence.

#### 46.4 Other Forms of Leave for Carer's Leave

46.4.1 An employee who has exhausted their entitlement to Current Year Sick Leave and accumulated sick leave, may elect to take unpaid leave, for the purposes of providing care to a family or household member who is ill, subject to:

- (a) the consent of State Transit; and
- (b) the employee meeting all requirements which apply under this clause in respect of paid Carer's leave.

### **47. Bereavement Leave**

47.1 Employees on weekly hire shall be entitled to bereavement leave granted by administrative action of the State Transit Authority.

### **48. Family Leave**

48.1 For the life of this Award, employees will have access to the entitlements under the current State Transit Authority's policies (as adopted by Newcastle Ferries) covering, Parental Leave, Adoption Leave and paid Maternity Leave.

#### **49. Public Holidays**

49.1 An employee shall be entitled to public holidays as follows:

New Year's Day

Australia Day

Good Friday

Labour Day

Easter Monday

Anzac Day

Queen's Birthday

Christmas Day

Boxing Day

Bank Holiday (in NSW)

or such other days as are generally observed in the locality and shall be paid for at ordinary rates if not worked.

49.2 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

#### **50. Jury Service Leave**

50.1 An employee on weekly hiring required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.

50.2 The employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. The employee shall give their employer proof of their attendance, the duration of such attendance, and the amount received in respect of such jury service.

#### **51. Sickness on Annual Leave or Long Service Leave**

51.1 The current State Transit Authority policy shall continue for the life of this Award.

### **SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING**

#### **52. Occupational Health and Safety**

No part of this Award, either at the outset or at any time during its currency will conflict with relevant Occupational Health and Safety Legislation.

#### **53. Career Progression and Training**

53.1 Introduction

53.1.1 A well-trained skilled, competent and flexible workforce is essential to meet the objectives of this Award and the business.

53.1.2 Employees have the opportunity to access training and study leave to improve their level of skill and advance their career opportunities. This shall include the opportunity for employees to advance to a higher level of Marine Certification, which would enable the officer to apply for all Marine and shore based positions within Newcastle Ferries:

Training serves a number of purposes to:

- (i) Enhance the employees capacity to perform within their current classification and ability.
- (ii) Provide employees with the opportunity for promotion to other marine and shore based management and specialist positions within the Newcastle Ferries.
- (iii) Provide employee with opportunities for personal and professional progression.

53.1.3 Newcastle Ferries shall continue to recruit employees, including probationary employees, both internally and externally from applicants who must hold a Master Class V, with MED III qualifications.

## 53.2 Guidelines

53.2.1 Training will be relevant to the present and future needs of Newcastle Ferry operations.

53.2.2 Access to training will be on merit and according to the potential of the employee and in accordance with clause 68.2.4.

53.2.3 All employees will be provided with training and refresher courses as required by State or National legislation, both public sector and maritime specific and also as required by State Transit policy.

53.2.4 The satisfactory working of a career path, the merit system, and the training will be implemented and collectively monitored by the Workplace Council representative and management.

## 53.3 Accumulation of leave whilst training or on Study Leave

53.3.1 Where mutually agreed and when training or study leave time falls during a period of previously accumulated leave, all time spent on an approved training/study leave course will be reinstated to the employee.

53.3.2 Leave for the purpose of training and or study leave will be approved subject to:

- (a) the employee having an entitlement to the accrued leave;
- (b) the employee giving at least two months notice to take leave
- (c) after consultation between the parties a relief being available to cover absences

## 53.4 Training Costs

53.4.1 Where an employee undertakes a course as part of the approved Newcastle Ferries training program all reasonable costs associated with the course will be paid by Newcastle Ferries.

53.4.2 Financial assistance, shall be limited to tuition fees, examination fees and reference material required for the course, and at the discretion of Newcastle Ferries any other costs as are fair and reasonable and agreed prior to the commencement of the course.

- 53.4.3 All training and Study Leave costs will be in accordance with the State Transit Policy in relation to study assistance.

#### **54. Masters Performing Training Functions**

- 54.1 An initiative being progressed by the parties to this Award is the training of existing employees to Master V Certification. Such a program will assist State Transit in meeting its business needs and secondly will endeavour to provide employees with career advancement. Training involved will be performed both in-hours and externally. In-house training to be done in conjunction with existing masters on Newcastle Ferry vessels thereby imparting the specific skills required for the business.
- 54.2 The training will be competency based, with the competency linked to the vessel category, statutory and business and organisational needs of State Transit.
- 54.3 As part of this Award Masters will provide on the job training to employees seeking to obtain Master V qualifications.

### **SECTION 9 - GENERAL**

#### **55. Abandonment of Employment**

- 55.1 Where an employee, within the period of 21 days from last day of attendance, fails to establish, to the satisfaction of State Transit, that the absence was due to a reasonable cause, they will be deemed to have abandoned their employment.
- 55.2 The appropriate Manager will forward by registered post a letter to the last known home address of the employee requesting that they contact their place of work, directing the employee to otherwise report for duty within 7 days and advising the employee that their employment will be deemed to have abandoned if the employee does not comply with the request and direction.

#### **56. Employee Counselling Program**

- 56.1 State Transit shall provide an Employee Counselling Program which will include a drug and alcohol rehabilitation scheme for employees.
- 56.2 The Program will provide free confidential counselling for employees and their families.
- 56.3 State Transit will determine the types of incidents where it is considered necessary for employees to receive trauma debrief counselling and all employees involved in such incidents will undergo an initial debriefing session. The need for follow up counselling sessions will be determined by the Counsellor and the employee in consultation with the OH&S Co-ordinator.

#### **57. Travelling Arrangements**

- 57.1 Employees shall be entitled to taxis at management's discretion and subject to the conditions set out in the letters of agreement between the union and management.

#### **58. Journey Travel Insurance**

- 58.1 The State Transit will provide employees with equivalent or superior insurance cover where a State Workers' Compensation Scheme no longer provides cover for accidents occurring on an employee's direct journey between their place of employment and home, and vice versa.

### **SECTION 10 - INDUSTRIAL RELATIONS**

#### **59. Disputes Settlement Procedure**

- 59.1 The employees, AMOU and the State Transit Authority of NSW agree to strictly adhere to a disputes settlement procedure, which will ensure that any dispute will be promptly resolved by conciliation and

in good faith without resort to, or threat of, industrial bans or stoppages, so that work shall continue without interruption. This is in recognition that it is for the overall benefit of the State Transit Authority of NSW, and its employees. The procedure that will be followed to ensure the highest standard of industrial relations and reliability is detailed in the following clauses.

- 59.2 The State Transit Authority of NSW, its employees and the AMOU shall undertake all necessary steps to ensure that the following procedures apply in the event of any grievance or disputation. The intention of this clause is to ensure that any dispute is resolved promptly by conciliation and in good faith without resort to industrial bans or stoppages. It is also agreed that this Award is reached on the understanding that the dispute settling procedure will be strictly adhered to at all times.
- 59.3 In any matters likely to become Industrial issues, State Transit Authority of NSW, and the AMOU shall notify each other as soon as possible of any industrial matters that may give rise to an industrial dispute. This shall include consultation prior to introduction of new systems or technology.
- 59.4 In the event of a dispute, the AMOU delegate member shall confer with management and they shall attempt to resolve the issue without delay or at a minimum within 24 hours of notification of the issue.
- 59.5 If no agreement is reached, the matter shall be referred to an official of the AMOU and senior management in order to resolve the dispute. Discussions between them shall occur within 24 hours.
- 59.6 Resolution by Facilitator If no agreement is reached at senior management/AMOU level, the matter shall be referred to a mutually agreed facilitator for resolution.
- 59.7 Commission and Arbitration. Where the dispute has not been resolved despite the foregoing procedures being followed then either party may refer the matter to the Commission for resolution through conciliation or it necessary through arbitration. The decision of the Commission will be accepted by the parties subject to any appeal rights.
- 59.8 Continuity of Work. Pending the completion of the procedure set out in this clause work shall continue without interruption. No party shall engage in provocative action and pending the resolution of the dispute the status quo shall apply. The rights of individuals or parties shall not be prejudiced by the fact that work has continued under this process normally and without interruption.

#### **60. Union Training Leave**

- 60.1 The current State Transit Authority policy shall continue for the life of this Award.

#### **61. Renegotiation of Award**

- 61.1 The parties agree to commence negotiations for renewal of this Award at least 90 days prior to the expiration date of the Award. Further, that should the parties be unable to reach agreement within 60 days of the commencement of such renewal negotiations, then the parties will seek the assistance of an agreed independent mediator, who will attempt to assist the parties in resolving outstanding issues.

### **PART B**

**Table 1 - Pay Rates**

The following rates of pay shall apply to those Masters and Engineers who are members of the State Authorities Superannuation Scheme :-

	Operative from 01/01/2012	Operative from 01/01/2013	Operative from 01/01/2014
Aggregate Rate - per annum	85131	87259	89440
Base Rate (incl Dual Capacity Allow) - per week	1007.30	1032.50	1058.30
Dual Capacity Allowance - per week	29.80	30.60	31.40

The following rates of pay shall apply to those Masters and Engineers who are members of the First State Superannuation Scheme :-

	Operative from 01/01/2012	Operative from 01/01/2013	Operative from 01/01/2014
Aggregate Rate - per annum	81299	83331	85414
Base Rate (incl Dual Capacity Allow) - per week	961.90	985.90	1010.60
Dual Capacity Allowance - per week	28.40	29.10	29.80

**Table 2 - Other Rates and Allowances**

The following allowances shall apply to Masters and Engineers :-

	Operative from 01/01/2012	Operative from 01/01/2013	Operative from 01/01/2014
Outside Harbour Limits - Cl 31.1	835.20	856.10	877.50
Meal Allowance - Cl 31.3	17.90	18.40	18.90
On Call Allowance Cl 36	54.80 per day	56.20 per day	57.60 per day
Meal Allowance - Cl 34	10.10	10.40	10.70
First Aid Allowance Cl 35	11.70 per week	12.00 per week	12.30 per week

M. J. WALTON J , *President*

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SERIAL C8188

**STATE TRANSIT AUTHORITY NEWCASTLE FERRY OPERATIONS,  
GENERAL PURPOSE HAND ENTERPRISE INTERIM AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 105 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

**AWARD****PART A****SECTION 1 - APPLICATION AND OPERATION OF AWARD****1. Title**

This Award shall be known as the "State Transit Authority Newcastle Ferry Operations, General Purpose Hand Enterprise Interim Award 2014" ("the Award")

**2. Arrangement****SECTION 1 - APPLICATION AND OPERATION OF  
AWARD**

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**PART C - SIGNATORIES**

### 3. Definitions

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight. On Saturday and Sunday, afternoon shift means any shift finishing after 6.00 pm and at or before 1.00 am.

"Day Shift" means any shift commencing before 6.30 am.

"Employer" means the Secretary of the Department of Transport as head of the Transport Service.

"State Transit" or "State Transit Authority" means State Transit Authority of New South Wales.

"Employee" means any person who is employed as a member of the Transport Service in the STA Group in a classification listed in Part B Table 1 of this Award.

"General Purpose Hand" shall mean any person other than a master, coxswain and engineer, assisting on or about a ferry howsoever engaged.

"Hour" means one thirty-eighth of a working week.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Union" means the Seamen's Union of Australia, New South Wales Branch

"Weekly employee" means an employee engaged by the week.

### 4. Objective of the Award

- 4.1 The objective of this Award is to put into place initiatives, which will enhance the quality of product and service to our customers and career path development.
- 4.2 This is to be achieved by common objectives which are beneficial to employees and State Transit, and which will lead to more flexible working arrangements, improve efficiency and productivity, enhances skills, job satisfaction, job security, financial reward and assists positively in providing a safe and customer oriented service.
- 4.3 Objectives are developed in compliance with the corporate plan and directed towards the business aims of State Transit.

### 5. No Extra Claims

- 5.1 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.
- 5.2 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.
- 5.3 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.

### 6. Anti - Discrimination

- 6.1 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, trans gender identity and age.

- 6.2 It follows that in fulfilling their obligations under the dispute settlement 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.
- 6.3 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.
- 6.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion, which is exempted under Section 56(d) of the Anti-Discrimination Act 1977; or
  - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction 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.

## **SECTION 2 - EMPLOYMENT RELATIONSHIP**

### **7. Area, Incidence and Duration**

- 7.1 This Award shall be binding on the Secretary of the Department of Transport as head of the Transport Service, Seamen's Union of Australia, New South Wales Branch, and all Employees as defined in clause 3 above and replaces in their entirety, all previous Agreements previously binding on the parties.
- 7.2 This Award replaces the State Transit Authority of NSW Ferry Operations, General Purpose Hand Enterprise Agreement 2012.
- 7.3 This Award is to be read in conjunction with the State Transit Authority of New South Wales Ferries (State) Award. Where there is a conflict between the State Transit Authority of New South Wales Ferries (State) Award and this Award, this Award will prevail.
- 7.4 This Award shall commence on 11 March 2014 and shall expire on 31 December 2014.

### **8. Consultative Process**

This will be achieved by the continued operation of communication processes involving consultation by management of State Transit with employees, and unions.

### **9. Casual Employees**

- 9.1 Casual employees shall be engaged on an hourly basis.
- 9.2 Casual employees shall be paid at the rate of ordinary time plus 20% per hour for all time worked and one twelfth holiday loading.
- 9.3 Where work is performed on a Saturday the employee shall receive the Saturday penalty as prescribed in sub-clause 22.5 in addition to the 20% nominated in sub-clause 9.2.
- 9.4 Where work is performed on a Sunday the employee shall receive the Sunday penalty as prescribed in sub-clause 22.7 in addition to the 20% nominated in sub-clause 9.2.
- 9.5 Where work is performed on a Public Holiday such time shall be at the rate of double time and a half in addition to the 20% nominated in sub-clause

- 9.6 Where work is performed in excess of the ordinary hours as prescribed in sub-clause 21.1 such work shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- 9.7 The minimum period of engagement shall be for three hours.
- 9.8 Casual employees shall be paid an On Call Allowance, as prescribed in Part B Table 2 of this Award, if they are on call and not utilised. Where an employee on call makes themselves unavailable or cannot be contacted the allowance will not be paid.

#### **10. Engagement and Dismissal**

- 10.1 All employment with, the exception of casual employees, shall be by the week and such employment may be terminated by a week's notice given on any day by the employer or by the employee or by the payment or forfeiture of one week's wages in lieu of notice.
- 10.2 This clause shall not affect the right of the employer to dismiss an employee, without any notice, for misconduct or refusal of duty. All matters relating to the discipline of employees shall be in accordance with the policy of State Transit.

#### **11. Recruitment of Employees**

- 11.1 The State Transit Authority of New South Wales shall at its absolute discretion recruit persons for employment in accordance with the terms and conditions of this Award. This will be achieved by advertising both internally and externally for applicants for employment subject to the following conditions.
- 11.2 Employment of Casual Employees
- 11.2.1 It is accepted that State Transit from time to time requires the use of casual employees. As part of this process it would be a requirement that all casual employees to be engaged in the future would undertake a selection process as determined by State Transit in order to determine suitability for employment.
- 11.2.2 To ensure sufficient numbers of suitable casual employees are available a current register shall be maintained by State Transit. These employees would be required to rotate on an "as required" basis to ensure on the job training and skill level is maintained. This register would be subject to ongoing review to ensure demand for suitable casual employees can be met.
- 11.3 Selection Process
- 11.3.1 The procedure for hiring persons for future employment, both permanent and casual, will be by way of appropriate selection process and panel as determined by the State Transit merit selection policy.
- 11.3.2 The selection panel will consist of a number of representatives nominated by management together with one current employee of State Transit from the area of employment where the vacancy exists.
- 11.3.3 The employee representatives selected will be required to undertake and complete appropriate training in selection techniques and procedures. The Union will be consulted in respect of the employees representatives selected.
- 11.4 Advertising of Positions

At the time of it being determined by State Transit that a vacancy exists and recruitment is required, State Transit will advertise the position both internally and/or externally and will provide the Union with the internal advertisement for information purposes.

## **12. Temporary Employees**

A temporary employee will mean any employee engaged in a classification for a nominated period of more than two weeks or for the duration of a nominated project. Temporary employees will receive the same conditions of employment as permanent employees.

## **13. Staffing of Vessels**

The parties commit themselves to operational vessel staffing. If agreement cannot be reached on this issue then either party reserves the right to progress staffing arrangements in accordance with the dispute settlement procedures of this Award.

## **14. Quality Improvement Program and Flexibility in Work Arrangements**

14.1 The parties to this Award commit themselves to the principles of best industry practice into the State Transit ferry operations area. Where existing practices and procedures are identified as requiring refinement, new work practices will be expeditiously introduced through the agreed consultative procedures.

14.2 The parties commit themselves to the attainment and continuation of quality performance, quality of service and quality of product. The concept of quality and best industry practice approach will include but not be limited to;

Job descriptions, which provide flexibility.

Development of new performance standards/performance indicators and benchmarks.

Customer driven service culture

Attainment of best practices standards through continuous improvement.

Team building and team work approach to the working environment.

Employee involvement in decision making.

Effective communication

Commercial approach to all activities and a focus on the need to compete in order to survive.

This process enables all employees to participate in the benefits of this approach.

## **15. Expansion of Duties**

15.1 As part of this Award, all employees agree to perform a wider range of duties. These duties include but are not limited to;

minor gangway repairs

cleaning of wharves

minor repair work including, minor wharf repairs, reporting equipment and failures, clearing jammed machinery, changing of lights and minor painting of wharves and vessels

15.2 Reviews will be held as part of this process to ensure standards are maintained. If it is determined that the designated standards are not being adhered to, then State Transit has the right to introduce alternative arrangements.

**SECTION 3 - WAGES AND RELATED MATTERS****16. Wage Rates**

- 16.1 The minimum adult weekly rates of pay are set out in Part B Table 1 of this Award.
- 16.2 The minimum rates of pay for General Purpose Hands shall be calculated as the following percentages of the minimum weekly rate of pay for an adult General Purpose Hand. Such rate shall be calculated to the nearest 10 cents, any broken part of ten cents less than five cents to be disregarded :-
- At 16 years and under 17 years of age - 50 percent of adult rate
- At 17 years and under 18 years of age - 60 percent of adult rate
- 16.3 General Purpose Hands at 18 years of age shall be entitled to the full adult rate of pay.
- 16.4 Wages rates for classifications covered by this Award are listed in Part B, Table 1. The rates incorporate the following wages increases :-
- 2.5% from 1 January 2012
- 2.5% from 1 January 2013
- 2.5% from 1 January 2014

**17. Rates for Work Outside Harbour Limits**

- 17.1 Free Running Voyages
- 17.1.1 Free running voyages shall include trial voyages within five kilometres of Port Hunter.
- 17.1.2 For each day, including Saturdays, Sundays and Public Holidays on which an employee is engaged on work covered by this clause shall be entitled to the daily rate set out in Part B Table 1.
- 17.1.3 Juniors shall be paid at the following percentages:
- At 16 and under 17 years of age - 50 percent of adult rate
- At 17 and under 18 years of age - 60 percent of adult rate
- 17.1.4 Where meals are not provided by the employer, an allowance as set out in Part B Table 2 will be paid to the employee.
- 17.2 Cruising Outside Harbour Limits
- 17.2.1 This clause shall apply to employees on ferries when the ferry proceeds to sea on a cruising voyage outside the Newcastle Harbour limits.
- 17.2.2 Employees shall be paid a daily rate as set out in Part B Table 1 when engaged in cruising.
- 17.2.3 The cruising rate shall be payable from the time the ferry leaves the wharf to proceed to sea on the cruising voyage until it ties up at the wharf at the termination of the voyage.
- 17.2.4 For all hours worked outside the cruising voyage, rates prescribed in Clause 22, Overtime, Saturdays and Sundays, of this Award, shall apply.

17.2.5 Employees shall be provided free of cost with a suitable meal of the standard supplied to passengers. Where meals are not provided by the Employer, a daily allowance as set out in Part B Table 2, shall be paid to each employee.

17.2.6 In addition to WorkCover coverage, a personal insurance policy for \$50,000.00 shall be provided for each employee engaged in outside voyages.

17.2.7 Employees shall be paid a clean up allowance for each trip, as set out in Part B Table 2 - Other Rates and Allowances.

### **18. Extra Duties and Special Work**

- 18.1 In cases of emergency employees shall at all times do whatever may be required of them to secure the safety of passengers and vessels.
- 18.2 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award.
- 18.3 Where an employee is called upon to do any work for a period exceeding one hour of a classification for which a higher rate of wages is herein prescribed, such employee shall, during the time the employee is so employed, be paid at the higher rate, with a minimum payment for four hours in any one day. Overtime in such cases shall be computed on the higher rate.
- 18.4 Special work: - when an employee is required to do any work on repairs or maintenance of the ferry or ferries outside their ordinary rostered hours such work shall be deemed to be special work and the employee shall be paid at overtime rates, on the basis of the work performed, for the period during which they are employed.

### **19. Night and Shift Rates**

- 19.1 Employees engaged on day shift shall be paid a shift allowance of 10 per cent more than their ordinary rate of pay. Also an employee who works on an afternoon or night shift shall be paid a shift allowance of 15 per cent more than their ordinary rate of pay. Such shift allowance of 10 per cent and 15 per cent more than the ordinary rate of pay shall be paid for work performed on the appropriate shift on a Saturday, Sunday or Public Holiday. Such rates shall be calculated weekly to the nearest 5 cents and any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.
- 19.2 Broken shifts may be worked by arrangement between the employer and the Union. Provided that any employee who works a broken shift shall be paid at the rate of 13 and 3/4 per cent of their total daily rate in addition to their ordinary daily rate of pay.
- 19.3 Broken shifts shall consist of five shifts each week Monday to Friday inclusive. Any portion of the shift shall not be less than three hours. All broken shifts shall be worked within a spread of thirteen hours daily unless otherwise agreed between the parties to this Award.

### **20. Payment of Wages**

- 20.1 Wages, overtime, penalty rates and Sunday rates shall be paid fortnightly, provided that if any employee fails to work on any day or part of a day when work has been provided for them, the employer shall be entitled to make a proportionate deduction from such employee's fortnightly wage.
- 20.2 All payments will be by way of electronic funds transfer into an employee's nominated account.

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

### **21. Hours of Work**

- 21.1 The ordinary hours of work shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 80 hours in a fortnight, nor more than 44 hours in a week.

- 21.2 A working day shall consist of not less than six consecutive hours and not more than eleven consecutive hours except by arrangement between the Employer and the Union.
- 21.3 An employee shall have a break of at least ten hours between shifts, other than in cases of unavoidable necessity.
- 21.4 Time worked on a Sunday shall not count as ordinary time.
- 21.5 Excess ordinary time worked in a work cycle shall be accrued leisure time, which will be cleared by a rostering arrangement.
- 21.6 Any ferry working more than eleven hours on a Sunday or any of the public holidays, specified in this Award, shall work the period in two shifts except by agreement between the Employer and the Union.
- 21.7 Employees working at depots on shore work shall work forty hours per week, in five days, Monday to Friday inclusive, between the hours of 7.30am and 4 pm.

## **22. Overtime, Saturdays, Sundays and Public Holidays**

- 22.1 All time worked in excess of 11 hours on any shift except where otherwise agreed between the Union and State Transit shall be paid at the rate of double time.
- 22.2 All time worked in excess of 80 hours in a fortnight, or 44 hours in a week shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all time worked before the ordinary starting time or after the ordinary finishing time shall be overtime paid at the rate of time and one half for the first two hours and double time thereafter.
- 22.3 All time worked on a rostered day off shall be paid for at the rate of time and one half for the first two hours and at the rate of double time thereafter.
- 22.4 All time worked during the ordinary hours of labour between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- 22.5 For all time worked on a Saturday on which the employee has been rostered off, double time shall be paid.
- 22.6 For all time worked on any Public Holiday, except Christmas Day, the rate shall be double and one half ordinary rates. For all time worked on Christmas Day the rate shall be double time in addition to the ordinary rate.
- 22.7 All time worked by an employee on a Sunday shall be paid for at double time rates.
- 22.8 An employee recalled to work overtime after leaving their employer's premises, whether notified before or after leaving such premises shall be paid for a minimum of three hours work; at the appropriate rate for each time they are so recalled. Provided that when an employee is required to work outside their ordinary working hours or shift to move a vessel or vessels to a safe mooring owing to weather or other conditions they shall be paid for such time at overtime rates with a minimum of three hours at such rates for such call out.
- 22.9 An employee who has worked overtime shall not be required to commence a new shift until they have had a break of at least ten hours other than in cases of unavoidable necessity.
- 22.10 In the payment of overtime, calculations shall be made to the next half of an hour excepting overtime incorporated in fixed rosters.
- 22.11 Where a special or Public Holiday for which the employee is entitled to payment under any Act, occurs during any period of workers compensation, the period of the holiday shall be paid to the employee in respect of that special or Public Holiday.



### **23. Crib Breaks**

- 23.1 All employees shall be given a crib break of twenty minutes for the purpose of having a meal, not more than 5 hours after commencement of their shift.
- 23.2 Providing adequate facilities are contained on each of the vessels, employees may take a crib on-board. The present arrangement with cookers and utensils will continue.

## **SECTION. 5 - ALLOWANCES**

### **24. Meal Allowances**

- 24.1 Employees required to work overtime one hour and one half before their normal starting time and after their normal ceasing time shall be supplied with a suitable meal or shall be paid a Meal Allowance as prescribed in Part B Table 2, of this Award.
- 24.2 Employees shall be paid a subsequent Meal Allowance after each further four hours of overtime.

### **25. Travelling Allowances**

- 25.1 Employees required to start or finish at a place other than their normal starting or finishing place shall be paid half an hour at ordinary rates of pay. All fares reasonably incurred in such travelling time shall be paid for by the Employer.
- 25.2 When an employee is required to take up duty within ten hours of the ordinary ceasing time of their previous shift or by reason of their shift and normal transport facilities not being available, is required to sleep on board, the Employer shall provide reasonable sleeping accommodation including bed, bunk or hammock, mattress, pillows and blankets, lockers and sleeping facilities.

### **26. Taxis and Travelling**

- 26.1 Payment by the employer for use of taxis for travel between Queens Wharf and where the vessel is berthed, or in the case of an extreme emergency, will be approved at the discretion of management.
- 26.2 Employees will not be paid travelling time for trips between home and work/work and home.

### **27. General Purpose Allowance**

- 27.1 Employees shall be paid a General Purpose Allowance per shift, as prescribed in Part B Table 2 of this Award, in recognition of the following:
- (a) responsibility of cash fares collected on the vessels.
  - (b) travel from work to home between midnight and 5.00am
  - (c) commitment to Clause 44 - Customer Service

This allowance stands alone and does not form part of the base rate.

## **SECTION 6 - ROSTERS AND RELATED MATTERS**

### **28. Equalisation of Weekend Work**

- 28.1 All employees required to work on a Sunday shall do so by regular rotation, so that time off shall, as far as possible, be distributed equally.
- 28.2 All employees shall work an equal amount of overtime as far as it is possible to arrange.

## **29. Rosters**

- 29.1 Except in the case of emergency or emergencies, the employer shall prepare a roster showing the ordinary starting times and finishing times of employees and such roster shall be posted in time to give employees at least seven days notice of this rostered work.
- 29.2 Afternoon shift for all employees from Monday to Thursday will conclude at 12 midnight, Friday and Saturday afternoon shift will conclude at 1.00am and Sunday afternoon shift will conclude at 11.00pm. Collection for disposal of garbage will be carried out prior to commencement of service and after completion of service. Garbage will be disposed of in accordance with existing State Transit standards. The employer is not required to provide a suitable conveyance, or pay travelling time.
- 29.3 A seven day roster is in operation that includes the shift details outlined in clause 29.2.

## **SECTION 7 - LEAVE AND PUBLIC HOLIDAYS**

### **30. Annual Leave**

- 30.1 Employees shall be entitled to a total of 4 weeks annual leave, free of duty, in each calendar year or to proportionate leave for any continuous service of less than a year.
- 30.2 Employees working shift work in accordance with this Award shall be entitled to a total of five weeks annual leave.
- 30.3 All leave will be cleared through a rostered leave arrangement.

### **31. Long Service Leave**

An employee covered under this Award shall be entitled to long service leave in accordance with the Transport Administration Act.

### **32. Leisure Leave**

Leisure leave is to be cleared by a rostering arrangement.

### **33. Public Holidays**

- 33.1 The following days shall be deemed holidays within the meaning of this Award and shall be allowed without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and all other days proclaimed as Public Holidays for the State.
- 33.2 Employees called on to attend and who do attend for duty on a Public Holiday and such ferry or ferries do not go into commission, shall be paid a minimum of 3 hours pay at holiday rates.

### **34. Sick Leave Provision**

- 34.1 An employee on weekly hire shall be entitled to the sick leave granted by administrative action to wages employees of the State Transit Authority. The entitlement shall not be less than one week on full pay for each year of service, except for those employees nominated in sub clause 34.2.
- 34.2 Employees who commenced on or after 1 January 2006 shall be entitled to the following sick leave:
- (a) eight working days per year for up to five years' service
  - (b) ten working days per year from five years to seven years' service; and
  - (c) fifteen working days per year for over seven years service. For the purpose of the above a year is the period of twelve months from 1 January to 31 December in any calendar year

### 35. Personal / Carer's Leave

#### 35.1 Use of Sick Leave

35.1.1 An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subclause 35.1.3(b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 34, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

35.1.2 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 as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

35.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:
  - (i) a spouse of the employee; or
  - (ii) 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
  - (iii) 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
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
    - (1) "relative" means a person related by blood, marriage or affinity;
    - (2) "affinity" means a 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.

35.1.4 An 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.

#### 35.2 Unpaid Leave for Family Purpose

35.2.1 An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub clause 35.1.3(b) who is ill.

### 35.3 Annual Leave for Family Purposes

35.3.1 An employee may elect with the consent of the Employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

35.3.2 Access to annual leave, as prescribed in sub clause 35.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.

35.3.4 An employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

35.3.5 An employee may elect, with the employers agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

### 35.4 Time Off in Lieu of Payment for Overtime

35.4.1 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 within 12 months of the said election.

35.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

35.4.3 If, having elected to take time as leave in accordance with sub clause 35.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

35.4.4 Where no election is made in accordance with the sub clause 35.4.1, the employee shall be paid overtime rates in accordance with this Award.

### 35.5 Make-up Time

35.5.1 An employee 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 a later time, during the spread of ordinary hours provided in this Award, at the ordinary rate of pay.

35.5.2 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 a later time), at the shift work rate which would have been applicable to the hours taken off.

### 35.6 Rostered Days Off

35.6.1 An employee may elect, with the consent of the Employer, to take a rostered day off at any time.

35.6.2 An employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.

35.6.3 An employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and employee, or subject to reasonable notice by the employee or the Employer.

35.6.4 This subclause is subject to the Employer informing the Union of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

### 35.7 Personal Carers Entitlement for Casual Employees

35.7.1 Subject to the evidentiary and notice requirements in sub clauses 35.1.2 and 35.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for

a person prescribed for the purposes in sub clause 35.1.3 of this clause who are sick and require care and support, or who require care due to an unexpected emergence, or the birth of a child.

35.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence management agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

35.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **36. Parental Leave**

36.1 The following provisions shall apply in addition to those set out in the Part 4 of the Industrial Relations Act 1996 (NSW).

36.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

- (a) the employee or the employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

36.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

36.4 Right to request

36.4.1 An employee entitled to parental leave may request the employer to allow the employee:

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

36.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

36.4.3 The employee's request and the employer's decision made under sub clause 36.4.1 must be recorded in writing.

36.4.4 Where an employee wishes to make a request under sub clause 36.4.1, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

36.5 Communication During Parental Leave

36.5.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

36.5.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental 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.

36.5.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with sub clause 36.4.1

### **37. Bereavement Leave**

37.1 State Transit Bereavement Leave Procedures will apply.

37.2 Any changes to the Procedures that alter the employees access to, or entitlement to Bereavement Leave will need the consent of the parties.

## **SECTION 8 - Occupational Health and Safety and Training**

### **38. Training**

38.1 Masters Performing Training

38.1.1 An initiative being progressed by the parties to this Award is the training of existing employees to Master V certification. Such a program will assist State Transit in meeting its business needs and secondly will endeavour to provide employees with career advancement. Training involved will be performed both in-house and externally. In-house training to be done in conjunction with existing Masters on Newcastle Ferries vessels thereby imparting the specific skills required of our business.

38.1.2 The training will be competency based, with the competency linked to the vessel category, statutory requirements and business and organisational needs of State Transit.

38.1.3 As part of this Award, Masters will provide on the job training to employees seeking to obtain Master V qualifications.

38.1.4 Masters involved in the training must be appropriately qualified to conduct the required training of employees.

38.2 Other Training

38.2.1 Other training will be provided in accordance with State Transit and employee requirements, relevant to performing their duties and responsibilities, which will include customer service training.

### **39. Competency Based Training**

39.1 For Newcastle Ferries to be efficient and effective in its operations it is essential that all employees are competent in performing their duties. They are to be fully aware of their tasks and the standard at which those tasks are to be performed. Competency based training will achieve these goals for existing and future employees.

39.2 The following process has been developed as a model for in service training to facilitate career paths:

General Purpose Hand Subject to statutory regulations
#4500 hours
Mandatory training
Master 5 (by application when vacancy occurs on merit) restricted to specified vessels

# current regulations stipulate that the total training hours are 4500 made up of 1800 hours commercial vessel training & 2700 hours which may be performed on recreation vessels, all hours must be recorded in a record of service book.

39.3 In developing the appropriate training to meet competency requirements there are various elements, which have to be considered. These include:

Business and operations requirement

Process and task description

Standards

Training concepts

Competency

Delivery of training and evaluation

Refreshers

39.4 The above requirements have been divided into two (2) groups - operations and business and expanded upon to prove competencies in the specified area, which will enable an employee to achieve Master V certification within Newcastle Ferries operating environment. The business and operating requirements represent the following:

Business understanding of business goals and their individual role commentary and public announcements

Operating assessed competency to operate the vessel category

People management skills

Customer relations skills

STA standing orders and regulations

OHS & R and equity

Statutory, legal obligations and regulations pertaining to role.

#### 40. Safety

40.1 The parties agree to the following:

implement the shore based and floating emergency response plans.

all employees, are to complete where appropriate the shore based and floating emergency response course.

continued participation in the OHS&R Committee.

implementation of regular safety audits with published results.

to maintain the highest standards of safety.

#### 41. First Aid Procedures

Incorporated into the rates contained at Part B, Table 2 of this Award shall be a component recognising that all employees shall hold a current First Aid Certificate and will be qualified to render first aid as required.

### SECTION 9 - GENERAL

#### 42. Uniforms and Protective Clothing

42.1 Uniform issue will be on a point basis. Employees will be allocated 40 points per annum with two issues each year. The following points are allocated for each garment :

GARMENT	POINTS
Trousers/Slacks	4
Shirts/Blouses	4
Shorts/Culottes	3
Skirt	3
Dress	4
Belt	1
Scarf	1
Sloppy Joe	3
Castro Jacket	4
Half Length Coat	4
Socks	1
Cap	1
Beanie	1
Shoes	1

42.2 Protective clothing will be issued on the following basis to permanent employees and temporary employees employed for more than 8 continuous weeks:

ITEM	POINTS	PERIOD
Hat for Sun Protection	1	48 Months
3/4 Length Wet Weather Coat	1	36 Months
Wet Weather Trousers	1	36 Months
Dairy Boots	1	36 Months
UV Lotion		As Required

42.3 These items will be replaced upon production of evidence that they are worn out. Lost items must be replaced by the employee at the employee's own cost unless the employee can demonstrate to Newcastle Ferries that the loss was not their fault.



- 42.4 Employees will be supplied with one pair of sunglasses to the Australian UV standards and one pair of protective covering/glasses suitable for the job. Clip-ons will be supplied where requested. Where an employee uses prescription sunglasses, the employer will, upon production of a receipt, reimburse that employee up to the amount of \$50.00.
- 42.5 Suitable gloves are to be provided only when an employee is engaged on unusually rough or dirty work.

#### **43. Deduction of Union Membership Fees**

- 43.1 The employer shall deduct Union membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions. Any such authorisation shall be in writing. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 43.2 Monies so deducted from employees' pay will be forwarded to the Union forthwith together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts.
- 43.3 Where an employee has already authorised the deduction of Union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or to continue.
- 43.4 The Union shall advise the employer of any change to the amount of membership fees made under its rules. The Union shall give the employer a minimum of one month's notice of any such change.
- 43.5 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 43.6 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns their membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke in writing the authorisation to the employer in order for payroll deductions of union membership fees to cease.

#### **44. Customer Service**

- 44.1 The parties agree that State Transit Authority is in the passenger transport business. To satisfy customers, the parties agree to achieve the following aims :

To deliver a service that reflects the needs of customers.

To operate with excellent safety standards for the benefit of passengers, staff, the general public and their property.

To provide services that meet high standards of cleanliness.

To provide customers with complete, easily understood and up-to-date service information.

To make services more accessible for all passengers.

- 44.2 The agreed personal presentation standards for employees will apply.

- 44.3 State Transit recognises that cleaning functions form an important component of work performed by employees covered by this Award.

Cleaning by General Purpose Hands will include, but not be limited to:

Vessels

Mess room

Male and female locker rooms

Deck of the fixed wharf

Passenger waiting areas including seats, balustrade and perimeter glass

Hand rails on ramps and walkways

Changing garbage and recycling bins in co-ordination with current foreshore authority and Newcastle City Council.

Office facility at Queens Street Wharf

#### **45. Introduction of New Technology**

- 45.1 Where State Transit has made a definite decision to introduce new technology or make major changes associated with technology that is likely to have significant effects on employees, State Transit shall notify employees who may be affected by the proposed changes and the Seaman's Union of Australia, Newcastle Branch.
- 45.2 State Transit shall discuss with the employees affected and the Union the changes to be made and the effect the changes are likely to have on employees.

#### **46. Newcastle Ferries Business Systems**

- 46.1 As part of the State Transit Authority, Newcastle Bus and Ferry Services corporate responsibility's to comply with State and Federal Legislative Acts.
- 46.2 It is recognised by the parties that the implementation and maintenance of operational systems in the business unit is crucial to comply with State and Federal legislation Acts.
- 46.3 The parties are committed to developing, implementing and maintaining the following systems.

The Maritime Authority Of New Safety Management System (SMS).

The Newcastle Ferry Service, Ferry Operations Instruction Manuals.

The Newcastle Ferry Service, Vessel Operations Manuals.

### **SECTION 10 - INDUSTRIAL RELATIONS**

#### **47. Dispute Settling Procedures**

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this Award shall be in accordance with the following procedural steps:

- 47.1 Procedure relating to a grievance of an individual employee:
- 47.1.1 The employee shall notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- 47.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 47.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

- 47.1.4 At the conclusion of the discussion, the Employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 47.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 47.1.6 The Employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 47.2 Procedure for a Dispute between the Employer and the Employees -
- 47.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 47.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 47.2.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 47.2.4 The Employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.
- 47.3 Procedure for a Dispute between the Employer and the Union
- 47.3.1 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 - Where a dispute arises at the workplace the matter will be settled where possible between the employee/s concerned or their representatives and their immediate supervisor. Written advice as to the matter/s in dispute to be provided. Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- Step 2 - Where the matter remains unresolved it shall be referred to the General Manager Newcastle Bus and Ferry Services, and representatives of the Employee Relations Manager. The employee or their representative and or local union delegate may also refer it to a to a union official, who must attempt to resolve the dispute.
- Step 3 - If, following action under steps 1 through to 3 a dispute remains unresolved, the employee, their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager Human Resources (or, at the discretion of the General Manager, Human Resources, the Chief Executive) for further attempt at resolution between the parties.
- Step 4 - If, following action under steps 1 to 4, the dispute remains unresolved, a party to the dispute must refer the dispute to unions new (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 to assist in the resolution of the dispute.
- Step 5 If, following action under steps 1 to 4, the dispute remains unresolved any party to the dispute may refer the matter to the New South Wales Industrial Relations Commission for resolution.
- 47.3.2 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 sub clause in attempting to resolve the dispute; and that an urgent reference to the relevant tribunal may be required.

**48. Negotiation of Next Award**

The parties agree to commence negotiating the next Award at least three months prior the expiry of this Award.

**PART B****Table 1 - Pay Rates**

The following rates of pay shall apply to General Purpose Hands covered by this Award:

	Operative from 01/01/2012	Operative from 01/01/2013	Operative from 01/01/2014
Weekly Base Rate	928.00	951.20	975.00
Daily Rate for Free Running Outside Harbour Limits - Clause 17.1	430.70	441.50	452.50
Daily Rate for Cruising Outside Harbour Limits - Clause 17.2	519.10	532.10	545.40

**Table 2 - Other Rates and Allowances**

The following rates and allowances shall apply to General Purpose Hands covered by this Award :

	Operative From 01/01/2009	Operative from 01/01/2010	Operative from 01/01/11
Overtime Meal Allowance - Clause 24.1	8.00	8.20	8.40
Outside Free Running - Meal Allowance - Clause 17.1.4	8.00	8.20	8.40
Outside Cruising - Meal Allowance - Clause 17.2.5	16.80	17.20	17.60
Outside Cruising - Clean Up Allowance - Clause 17.2.7	41.60	42.60	43.70
Casual On Call Allowance - Clause 9.8	50.50 per day	51.80 per day	53.10 per day
General Purpose Allowance - Clause 27.1	10.00 per shift	10.00 per shift	10.00 per shift
First Aid Allowance - Clause 41	7.80 per week	8.00 per week	8.20 per week

M. J. WALTON J , *President*

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**STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS'  
ENTERPRISE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 117 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

**VARIATION**

1. Delete the words "Division of the New South Wales Government Service" appearing in subclause 1.1, of clause 1, Title of the award published 29 June 2012, (372 I.G. 1426).
2. In paragraph (a) of subclause 4.7 of clause 4, Definitions, delete the word "employer" and insert in lieu thereof "Employer".
3. Delete subclause 4.8 of the said clause 4 and insert in lieu thereof:
  - 4.8 Employer means the Secretary of the Department of Transport as head of the Transport Service.
4. Delete subclause 4.9 and insert in lieu thereof:
  - 4.9 Division means the STA Group.
5. In subclause 4.12, following the words "Senior Officer employed", delete the words "by the employer" and insert in lieu thereof "as a member of the Transport Service in the STA Group".
6. In subclause 4.13, following the words "means the", delete the words "Division Head of the State Transit Authority Division of the New South Wales Government Service" and insert in lieu thereof "Secretary of the Department of Transport as head of the Transport Service".
7. Insert after subclause 4.19, the following new subclause 4.20 as follows:
  - 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 as being part of the STA Group who are not part of the Transport Senior Service.
8. Renumber the existing subclauses 4.20 and 4.21 to read 4.21 and 4.22 respectively
9. Insert after the renumbered subclause 4.22, the following new subclause "4.23", and renumber the existing subclause 4.23 to read as 4.24:
  - 4.23 "Transport Service means the Transport Service of New South Wales established by the Transport Administration Act 1988.
10. In clause 5.1, following the words "classes of persons:" delete the words "the Division Head of the State Transit Authority Division of the New South Wales Government Service ("the Employer")" and insert in lieu thereof "the Employer".

11. This variation shall take effect on and from 24 February 2014.

M. J. WALTON J, *President*

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## TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., 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 884 of 2013)

Before Commissioner Stanton

9 January 2014

### AWARD

1. Delete paragraph (c) of subclauses (vi) of clause 2, Cartage Rates of the contract determination, published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:
  - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;
 

the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum of 0.43% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

### SCHEDULE 1

#### QUANTITY/DISTANCE AND HOURLY HIRE RATES

##### Quantity/ Distance + Hourly 2013

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	4.24	Per Tonne
A		0.25	Per Tonne
B		0.23	Per Tonne
C		0.22	Per Tonne
D		0.19	Per Tonne
E		0.18	Per Tonne
F		0.17	Per Tonne
G		0.16	Per Tonne
H	Large Material	1.28	Per Tonne
I	Large Material 600+ material	2.16	Per Tonne

##### Quantity/ Distance + Hourly 2011

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.988	Per Tonne
A		0.235	Per Tonne
B		0.214	Per Tonne
C		0.203	Per Tonne
D		0.181	Per Tonne
E		0.171	Per Tonne
F		0.161	Per Tonne
G		0.152	Per Tonne

H	Large Material	1.201	Per Tonne
I	Large Material 600+ material	2.029	Per Tonne

**External Hourly Rates 2011**

J	2 Axle Vehicle	54.96	Per Hour
K	3 Axle Vehicle	66.12	Per Hour
L	4 Axle Vehicle	76.69	Per Hour
M	5 Axle Vehicle	98.81	Per Hour
N	6 Axle Vehicle	104.51	Per Hour

**External Hourly Rates 2013**

J	2 Axle Vehicle	58.42	Per Hour
K	3 Axle Vehicle	70.28	Per Hour
L	4 Axle Vehicle	81.52	Per Hour
M	5 Axle Vehicle	105.03	Per Hour
N	6 Axle Vehicle	111.09	Per Hour

**Internal Hourly Rates 2011**

O	2 Axle Vehicle	72.69	Per Hour
P	3 Axle Vehicle	76.06	Per Hour
Q	4 Axle Vehicle	88.19	Per Hour
R	5 Axle Vehicle	113.66	Per Hour
S	6 Axle Vehicle	118.57	Per Hour

**Internal Hourly Rates 2013**

O	2 Axle Vehicle	77.27	Per Hour
P	3 Axle Vehicle	80.85	Per Hour
Q	4 Axle Vehicle	93.74	Per Hour
R	5 Axle Vehicle	120.82	Per Hour
S	6 Axle Vehicle	126.04	Per Hour

3. Delete paragraph (4) in subclause 7, of Schedule 1, and insert in lieu thereof the following:
- (4) The fuel index, reflecting current rates is 143.64 cents. This is exclusive of GST.
4. Delete Schedule 2, Cost Component Formula, and Schedule 3, Benchmarks, and insert in lieu thereof the following:

**SCHEDULE 2****COST COMPONENT FORMULA**

Component	New Weightings
Wages including Maintenance Labour	33.31570
Fuel and Oil	24.20036
Repair Parts	12.25982
Tyres	3.83408
Depreciation	7.94701
Rego	3.30723
Other Fixed Costs	15.13580
TOTAL	100.00000



**SCHEDULE 3****BENCHMARKS**

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed Base	Source of figures to be used
Labour	Road Transport and Distribution Award 2010	710.98	Road Transport and Distribution Award 2010 - NSW Transitional Rate for a Grade 5 Driver
Fuel	AIP NSW State weekly average for the retail price of diesel at 1 September 2013	158.00	<a href="http://www.aip.com.au/pricing/retail/diesel/index.htm">http://www.aip.com.au/pricing/retail/diesel/index.h tm</a>
Repair Parts	ABS Consumer Price Index (CPI), Transportation Group, Maintenance and Repair of Motor Vehicles	105.60	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013
Tyres/ Accessories	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Spare Parts and Accessories for Motor Vehicles	100.30	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013
Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private motoring, Motor Vehicles	96.10	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013
Registration	Registration and Green Slip Insurance Cost (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonne. Shape code: TPR. Avg year: 2000, Avg age driver: 40	Registration:	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
		Registration Fee = \$60.00 (not including GST)	
		Road use charge = \$880.00 (not including GST)	
		Heavy Vehicle Inspections = \$204 (including GST)	

		Total for Registration = \$1144	
		Green Slip = \$4664.96	
		Total = \$5,808,94	
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	104.30	Australian Bureau of Statistics Consumer Price Index Series 6401.0 September Quarter 2013

5. Delete "Schedule 4: Method of Calculation " of the Transport Industry - Quarried Materials, &c., Carriers Contract Determination, published 14 August 1992 (271 IG 89), as varied and insert in lieu therefore a new Schedule 4 in the following terms:

## SCHEDULE 4

### CONSULTATION

Adjustments to the Cartage Rates detailed in Annexure "A" must be determined in accordance with the procedures set out in Annexure "B", Schedule 1.

Applications may be made no more than twice each year.

Prior to an application being made to adjust the Cartage Rates in accordance with clause 4(ii), a representative of the party wishing to make an application must contact all other parties to the contract determination (i.e. the principal contractors or their representatives; or the Union, as the case may be) and seek to arrange a meeting with the representatives of those parties for the purposes of determining adjustments to the Cartage Rates.

The parties must attempt to determine the current costs by reference to the latest available published figure for each of the sources as listed in Annexure "B", Schedule 3. Where the parties agree, the parties will then sign the source of documents from which the figures were obtained.

The representatives of the TWU and principal contractors will then prepare a document which sets out the agreed variation in rates to apply from a particular date.

The document should set out the following details:

Component	Base figures used in		Percentage of cost	
	Previous calculation	This calculation	After previous calculation	After this calculation
Wages				
Fuel				
Repair Parts				
Tyres				
Depreciation				
Registration				
Other Fixed Costs				

The parties may make a joint application under section 320 of the Industrial Relations Act 1996 (NSW).

If the parties are unable to agree on the appropriate source documents or figures to be used, a party may make an application under section 320 of the Industrial Relations Act 1996 (NSW).

The parties agree that, for the calculation of the first increase due under this formulae, (i.e., the increase to apply from 1.4.91 only) the following will occur to make allowance for the fact that increases in rates are now to occur from 1 April and 1 October as compared to 1 February and 1 August, as is currently the case.

The percentage increases calculated using the agreed formulae for each of the components of repair parts, tyres, depreciation and other fixed costs will be increased by a further 33.33 per cent. This figure is used as being representative of two months of increases (i.e., 2 months of a 6 months increase = 33.33 per cent).

The percentage increase used for wages, fuel and oil, and registration, will be the percentage increase between the figures shown as the confirmed base as at 1.7.90, and the respective figures as at the first Monday of March 1991.

The base figures for the initial rise and fall calculation were -

Symbol	Item	Rates \$	Unit
F.F.	Flag Fall (\$2.433)	2.433	Per Tonne
A		0.143	Per Tonne
B		0.132	Per Tonne
C		0.122	Per Tonne
D		0.111	Per Tonne
E		0.105	Per Tonne
F		0.099	Per Tonne
G		0.094	Per Tonne
H	Large Material 150-600 mm	0.733	Per Tonne
I	Large Material plus 600 mm	1.239	Per Tonne
J	2 Axle Vehicle	33.53	Per Hour
K	3 Axle Vehicle	40.36	Per Hour
L	4 Axle Vehicle	46.80	Per Hour
M	5 or 6 Axle Vehicle	60.31	Per Hour

6. This variation shall take effect from the first pay period to commence on or after 1 February 2014.

J. D. STANTON, Commissioner

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## **TRANSPORT SERVICE OF NEW SOUTH WALES SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 107 of 2014)

Before The Honourable Justice Walton, President

11 March 2014

### **VARIATION**

1. In subclause 2.1 of clause 2, Interpretation of the award published 27 July 2012 (373 I.G 433), as varied at the definition of Director-General, following the words "Director-General means the", delete the word "Director-General" and insert in lieu thereof "Secretary".
2. In subclause 2.1, of the said clause 2 at the definition of Employee, following the words "Transport Service", insert the words "in the TfNSW Group".
3. In subclause 2.1, following the definition of Temporary Employee, insert a new definition as follows:  
  
TfNSW Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the TfNSW Group.
4. This variation shall take effect on and from 11 March 2014.

M. J. WALTON J, *President*

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SERIAL C8170

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA14/2 - Cessnock City Council Enterprise Agreement 2014**

**Made Between:** Cessnock City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA11/1.

**Approval and Commencement Date:** Approved 30 January 2014 and commenced 31 January 2014.

**Description of Employees:** This agreement applies to all employees employed by Cessnock City Council, located at 62-78 Vincent St, Cessnock NSW 1325, except for the general manager and other senior staff, who fall within the coverage of the Local Government (State) Award.

**Nominal Term:** 36 Months.