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SERIAL C7713

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND
CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Institute of Senior Educational Administrators of New South Wales, Industrial Organisation of Employees.

(No. IRC 1938 of 2011)

Before The Honourable Mr Justice Staff

10 January 2012

VARIATION

1. Delete Part B Monetary Rates of the award published 26 June 2009 (368 I.G. 356) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.09 \$	Salary from first pay period on or after 1.1.10 \$	Salary from first pay period on or after 1.1.11 \$	Salary from first pay period on or after 1.1.12 \$
Increase	4.4%	3.8%	3.8%	2.5%
Level 3	135,608	140,761	146,110	149,763
Level 2	130,023	134,964	140,093	143,595
Level 1	120,713	125,300	130,061	133,313

2. This variation shall take effect from the first full pay period commencing on or after 1 January 2012.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND COMMUNITIES) SALARIES
AND CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 114 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
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9.	Performance Management and Professional Development
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15.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
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17.	Anti-Discrimination
18.	Occupational Health and Safety
19.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.

- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;
 - (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools and TAFE in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools and TAFE on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools and TAFE, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the *Teaching Service Act 1980*.
- 3.2 "Chief Education Officer" means a person appointed as such by the Director-General under the Act.
- 3.3 "Department" means the New South Wales Department of Education and Communities.
- 3.4 "Director-General" means the Director-General of the New South Wales Department of Education and Communities.
- 3.5 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 3.6 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.

- 3.7 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.8 "Parties" means the Department and the ISEA.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor.
- 3.10 "TAFE" means the Technical and Further Education Commission of New South Wales.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Director-General.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not

limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
- 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

6. Conditions of Employment

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act 1980* or the Public Sector Workforce Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
- 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
- 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
- 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.

- 6.3.6 Where an employee has already authorised the deduction of ISEA 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.

7. Recreation Leave

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Deferred Salary Scheme

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

9. Performance Management and Professional Development

- 9.1 The performance of chief education officers will be reviewed in accordance with the DET performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

10. Mobility Provisions

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department and institute managers in TAFE.

11. Technological Change

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.

- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Director-General, Workforce Management and Systems Improvement and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

13. Duties as Directed

- 13.1 The Director-General, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Director-General may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Director-General pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

14. Redeployment

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
- 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
- 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of

equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

16. No Further Claims

- 16.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2011 there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

17. Anti-Discrimination

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, 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.
- 17.3 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.
- 17.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977, or
 - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 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.

18. Occupational Health and Safety

- 18.1 For the purposes of this subclause, the following definitions shall apply:

18.1.1

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- 18.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- 18.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 18.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 18.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 18.3 Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

19. Area, Incidence and Duration

- 19.1 This award covers all chief education officers employed by the Department under the Act.
- 19.2 This award is made following a review under section 19 of the Industrial Relations Act 1996.
- 19.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 30 March 2012.
- 19.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.09 \$	Salary from first pay period on or after 1.1.10 \$	Salary from first pay period on or after 1.1.11 \$	Salary from first pay period on or after 1.1.2012 \$
Increase	4.4%	3.8%	3.8%	2.5%
Level 3	135,608	140,761	146,110	149,763
Level 2	130,023	134,964	140,093	143,595
Level 1	120,713	125,300	130,061	133,313

C.G. STAFF J

CROWN EMPLOYEES (DEPARTMENT OF FINANCE AND SERVICES) WAGES STAFF AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Finance and Services.

(No. IRC 11 of 1848)

Before The Honourable Justice Backman

31 January 2012

VARIATION

1. Delete the title of the award Crown Employees (NSW Department of Services Technology and Administration) Wages Staff Award 2009 of the award published 27 November 2009 (369 I.G. 702) and insert in lieu thereof the following:

Crown Employees (Department of Finance and Services) Wages Staff Award 2011.

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

2. Definitions

- (1) "Department" and "employer" means the NSW Department of Finance and Services.
- (2) "Director General" means the chief executive officer of the NSW Department of Finance and Services.
- (3) "Wages Staff", "staff" "staff member" and "employee" means a person engaged under the terms and conditions of this award by the NSW Department of Finance and Services.
- (4) "Award" means any award made pursuant to the provisions of the *Industrial Relations Act 1996*.
- (5) "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- (6) "Enterprise Agreement" means an Agreement made pursuant to Section 29 of the *Industrial Relations Act 1996*.
- (7) "Industrial Authority" means the Director of Public Employment, as constituted under the *Public Sector Employment and Management Act 2002*.
- (8) "Union" means the:

The Construction, Forestry, Mining and Energy Union (Construction and General Division) NSW Divisional Branch;

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch

Electrical Trades Union of Australia, New South Wales Branch;

The Australian Workers' Union, Greater New South Wales Branch;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union;

Transport Worker's Union of Australia, New South Wales Branch;
having regard to their respective coverage.

3. Delete clause 3, Parties and insert in lieu thereof the following:

3. Parties

This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:

The Department of Finance and Services

The Director of Public Employment

Construction, Forestry, Mining and Energy Union
(Construction and General Division) NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services
Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, Greater New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Transport Worker's Union of Australia, New South Wales Branch.

4. Delete clause 4 Incidence and Period of Operation, and insert in lieu thereof the following:

4. Incidence and Period of Operation

This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Services Technology and Administration) Wages Staff Award 2009 published 27 November 2009 (369 I.G. 702, as varied).

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2011.

This award remains in force until 30 June 2012 or until varied or rescinded.

The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act 1996*.

5. Delete clause 14 Leave, and insert in lieu thereof the following:

14. Leave

- (a) All Awards, Agreements and Determinations relating to Leave continue to apply to employees with the exception of the subclauses set out below.

- (1) Annual Leave Loading

Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

(2) Family And Community Service Leave

The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

(b) Such cases may include but not be limited to the following:

- (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- (2) 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;
- (3) 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;
- (4) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (5) 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;
- (6) 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; and
- (7) 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.

(c) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 81.4.2 of clause 81 Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009.

(d) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater.

- (1) 2½ of the staff member's working days in the first year of service and; on completion of the first year's service, 5 of the staff member's working days in any period of 2 years.; or
- (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

(e) If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

(f) If available family and community service leave is exhausted, on the death of a family member or relative, 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.

- (g) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 81, Sick Leave to Care for a Sick Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be granted when paid family and community service leave has been exhausted.
- (h) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

(3) Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

(4) Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

(5) Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 75 of the Crown Employees (Public Service Conditions of Employment) Award 2009; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

PAID MATERNITY OR ADOPTION LEAVE

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

EXTENDED LEAVE AFTER 7 YEARS SERVICE

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7 of the Personnel Handbook.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years service.

DOUBLE PAY EXTENDED LEAVE

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, eg, recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

PUBLIC HOLIDAYS WHILST ON EXTENDED LEAVE

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employees leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

6. Delete clause 23, Leave Reserved and insert in lieu thereof the following:

23. No Extra Claims

The parties agree that there will be no extra claims during the life of the Award.

7. Delete Part B, Rates & Allowances and insert in lieu thereof the following:

PART B

RATES & ALLOWANCES

Rates

- (1) Rates of Pay

From the first pay period commencing on or after 1 July 2011 the rates of pay set out under the heading FPPOOA 1.7.2011 shall be payable. These rates represent a 2.5% wage increase from the first pay period commencing on or after 1 July 2011.

The parties agree that there shall be no additional claims for variation in the rates of pay during the period of operation of this award, namely until 30 June 2012.

Table 1 - Wages Classification and Salary Schedules

Classification		Rate per fortnight
		FFPOA 1.7.2011
		\$
L1	(92%)	1697.10
L2	(95%)	1753.78
L3	(97.5%)	1801.64
L4	(100%)	1844.60
L5	(105%)	1948.63
L6	(110%)	2029.20
L7	(115%)	2121.55
L8	(120%)	2313.39
L9	(126%)	2324.5
L10	(133%)	2446.07
	(135%)	2498.55
L11	(139%)	2571.73
		2626.36
	(147%)	2721.99
L12	(152%)	2806.56
	(156%)	2888.66

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

	Rate per fortnight FPPOA 1.7.2011 \$
Stonemason-carvers	123.40
Electricians	123.40
Plumbers	19.50
Welder (Special)	19.50

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each level is detailed in the 12 Level classification structure, set out at Appendix 1.

Table 2 - Survey and Spatial Classification and Salary Schedules

		FPPOA 1.7.2011
L1	(92%)	1697.10
L2	(95%)	1753.80
L3	(97.5%)	1801.60
L4	(100%)	1844.60

Table 3 - Apprentice Classification and Safety Schedules

	FPPOA 1.7.2011
1st year	896.90
2nd year	1149.10
3rd year	1444.10
4th year	1650.00

Allowances

Conditions of Employment - Allowances

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

Excess Fares and Travelling Time
Distant Work
Payment for Loss of Tools
Overtime
Tool Allowance

shall operate as provided by this clause.

(1) Fares And Travelling Time

An allowance of \$21.80 per day, comprising of \$13.10 for fares and \$8.70 for travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for fares and travelling time to and from places of work, provided that only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused.

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.79 per kilometre.

An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in-lieu of payment at ordinary rates at either:

- the completion of the project; or
- within three months of its being worked; or
- is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a employee:

- who leaves of their own free will; or
- is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$21.00 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$64.00 per day for each day residing away from the usual place of residence or \$447.10 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1628.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

- (c) Provided that for the purposes of this subclause:

Only tools used by the employee in the course of their employment shall be covered by this subclause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by clause 9, Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

(5) Tool Allowance

Tool Allowances payable to Wages Staff shall be those set out in the following table:

Trade Description	Rate per fortnight \$
Carpenter/Joiner)	
Stonemason-carver)	
Stonemason)	56.20
Plumber)	
Electrician)	
Metal Tradespersons)	
 Plasterer	 56.20
 Bricklayer)	
Tilelayer)	40.00
 Slater & Tiler	 29.40
 Painter	 13.60

(6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.65 per hour, while undertaking inspection and certification of thermostatic mixing valves.

(7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

- Tool Allowance
- Meal Allowance
- Excess Fares and Travelling Time
- Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

(8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this subclause do not apply to:

Wages Staff employees Levels 9, 10, 11 and 12.

Wages Staff employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Wages Staff employees of any Level.

At clause 4, Allowances, all subclauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 8.7.2011

\$53.80 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$61.10 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

(9) Driving Van Allowance

Department Wages Staff employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.63 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

8. This variation shall take effect from the first full pay period to commence on or after 1 July 2011.

A. F. BACKMAN *J*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (FIRE AND RESCUE NSW TRADESPERSONS) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Fire and Rescue NSW.

(No. IRC 384 of 2012)

Before The Honourable Justice Walton, Vice-President

13 March 2012

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Hours
3.	Payment of Wages
4.	Rates of Pay
5.	Parties Bound
6.	Savings of Rights
7.	Relationship to Acts/Awards for Apprenticeships
8.	Union Subscriptions
9.	Fleet Tradespersons Multi-skilling
10.	Additional Wage Rates
11.	Team Leader Allowance and Higher Duties
12.	Technician Allowance
13.	Authorised Heavy Vehicle Allowance
14.	On Call Allowance
15.	Trade Employees Working Together
16.	Tool Allowance
17.	Apprentice Tool Loan
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19.	Apprentice to Tradesperson
20.	Special Rates
21.	Maintenance of Existing Service and Personal Allowances
22.	Overtime and Penalty Rates
23.	Meal Allowance
24.	Travelling Time and Fares
25.	Travelling Expenses
26.	Annual Leave
27.	Annual Leave Loading
28.	Holidays
29.	Rostered Days Off
30.	Long Service Leave
31.	Sick Leave
32.	Bereavement Leave
33.	Clothing
34.	Insurance of Tools
35.	Procedure on Charge
36.	Higher Grade Pay

37. Anti-Discrimination
38. Term of Employment
39. Grievance and Dispute Resolution Procedures
40. Personal/Carer's Leave - August 1996
41. Maternity Leave
42. Parental Leave
43. Adoption Leave
44. Family and Community Service Leave
45. Trade Union Leave
46. Supplementary Labour
47. Salary Packaging Arrangements
48. Workplace Reform Program
49. Calculations
50. No Extra Claims
51. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances - from the Crown
Employees (New South Wales Fire Brigades -
Maintenance, Construction and Miscellaneous Staff)
Award

Table 3 - Allowances - from NSW Fire Brigades Maintenance
and Miscellaneous Staff Enterprise Agreement 2008

PART A

1. Definitions

"Commissioner" means the Commissioner of Fire & Rescue NSW (FRNSW) holding office as such under the *Public Sector Employment and Management Act 2002*.

"Director General of the Department of Premier and Cabinet" means the employer for industrial purposes pursuant to the *Public Sector Employment and Management Act 2002*.

"Discharge" means termination of service with FRNSW as a consequence of retrenchment, reorganisation or shortage of work or other reason for which the employer may not be entirely responsible.

"Dismissed" means termination of service with FRNSW for inefficiency, neglect of duty, or misconduct.

"Employee" means all persons who are permanently or temporarily employed under the *Public Sector Employment and Management Act 2002* and who, as at the operative date of this Award, occupy one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

"Fire Vehicle Repairer" this classification is an amalgamation of the following classifications: Automotive Electrical; Motor Mechanic; Painter (Vehicle); Fitter and Body Maker. Each of the individual classifications receive an appropriate tool allowance in addition to the wage for a Fire Vehicle Repairer.

"FRNSW" or "Employer" means Fire & Rescue NSW.

"Headquarters" means any office, workshop, store, depot, or other place of employment at which an employee is regularly required to work or from which the employee's work is directly controlled and to which the employee has been attached.

"Resignation" means voluntarily leaving the service of FRNSW.

"Skilled Trades Award" means the Crown Employees (Skilled Trades) Award.

"Union" means the:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

having regard for their respective coverage.

2. Hours

- 2.1 The ordinary working hours of employees shall not exceed 38 hours per week, to be worked not exceeding 8 hours per day, as determined by FRNSW.
- 2.2 The ordinary working hours of cleaners shall not exceed 35 hours per week, to be worked in shifts not exceeding 8 hours per day, as determined by FRNSW.
- 2.3 FRNSW may require an employee to perform duty beyond the hours determined under subclause 2.1 of this clause but only if it is reasonable for the employee to be required to do so. An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - 2.3.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 2.3.2 any risk to employee health and safety,
 - 2.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - 2.3.4 the notice (if any) given by FRNSW regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours, or
 - 2.3.5 any other relevant matter.

3. Payment of Wages

- 3.1 All wages shall be paid fortnightly and payment shall be into a bank account specified by the employee, or other financial institutions acceptable to FRNSW and Unions.
- 3.2 Wages shall be paid not later than Thursday in any pay week.

4. Rates of Pay

- 4.1 Adult Employees - The minimum weekly rate of pay for each classification shall be as expressed in Table 1 - Wages, of Part B, Monetary Rates, and is payable for all purposes of the Award. This amount incorporates the following; Basic Wage, Margins, Special Loadings, Trades Allowance and Industry Allowance.

- 4.2 Juniors - The unapprenticed juniors employed by FRNSW shall be paid the following percentages of the appropriate classifications:

Age	Percentage per week (%)
At 17 years of age and under	55
At 18 years of age	67.5
At 19 years of age	80
At 20 years of age	92.5

5. Parties Bound

- 5.1 This Award is binding upon the Director General Department of Premier and Cabinet; and Fire & Rescue NSW and the following industrial organisations of employees:

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch;

Electrical Trades Union of Australia, New South Wales Branch;

New South Wales Fire Brigade Employees Union; and

Construction, Forestry, Mining and Energy Union (New South Wales Branch).

6. Savings of Rights

- 6.1 Except as provided for by this Award, no employee shall suffer a reduction in the employee's rate of pay or any loss or diminution of the employee's conditions of employment as a consequence of the amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.

7. Relationship to Acts / Awards for Apprenticeships

- 7.1 In regards to Apprentices, this Award shall also be read and interpreted in conjunction with:
- 7.1.1 the *Apprenticeship and Traineeship Act 2001*, provided that where there is any inconsistency between this Act and this Award, the Act shall prevail to the extent of any inconsistency.
- 7.2 The Skilled Trades Award (as defined) provided that where there is any inconsistency between this Award and the Skilled Trades Award, this Award shall prevail to the extent of any inconsistency.

8. Union Subscriptions

- 8.1 The Department agrees, subject to prior written authorisation by an employee, to deduct Union subscriptions from the pay of the authorising employee, in accordance with Treasury Guidelines.

9. Fleet Tradespersons Multi-Skilling

- 9.1 Following the provision of adequate in-house training where necessary, all classifications shall be required to undertake a range of appropriate cross-classification activities, within statutory limitations.
- 9.2 Employees shall be required to undertake such cross-classification activities in order to complete the whole job or when there is insufficient work in an employee's normal classification or where the re-allocation of staff is required to meet Departmental emergencies.
- 9.3 The final responsibility for all such cross-classification activities shall remain with the classification historically responsible for those activities. Notwithstanding this provision any employee who

- undertakes cross-classification activities in terms of subclause 9.1 is required to carry out those activities in a responsible and competent manner.
- 9.4 While Apprentice training shall be principally focused on those activities specific to each Apprentice's trade classification, the Department shall, where possible, coordinate and make available work of a similar nature and skill to that contained in the modules studied from time to time by the Apprentice as part of their external Technical and Further Education studies.
- 9.5 The work of a 'similar nature and skill' referred to in subclause 9.4, shall where appropriate be made available to Apprentices for the purposes of overtime.
- 9.6 Employees will identify and select spare parts as required from the store during normal work hours and after hours. When using parts from the store the employees will record parts usage, utilizing the systems provided which may be written or electronic. Where necessary employees will provide information as required to assist in parts identification and provide the part number itself with reference to manuals - paper and electronic.
- 9.7 Appliance servicing will continue in Station on a State-wide basis.

10. Additional Wage Rates

- 10.1 Electricians - An electrician who is the holder of a New South Wales electrician's licence shall be paid the amounts set in Item 1 of Table 2.
- 10.2 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this Award the sum set in Item 2 of Table 2.
- 10.3 Plumber - The ordinary rates of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate prescribed in clause 4, Rates of Pay, the amounts set in Table 2 in relation to the following:
- 10.3.1 When required to act on a Plumber's licence, as set out in Item 3 of Table 2.
- 10.3.2 When required to act on a Gasfitter's licence, as set out in Item 4 of Table 2.
- 10.3.3 When required to act on a Drainer's licence, as set out in Item 5 of Table 2.
- 10.3.4 When required to act on a Plumber's and Gasfitter's licence, as set out in Item 6 of Table 2.
- 10.3.5 When required to act on a Plumber's and Drainer's licence, as set out in Item 7 of Table 2.
- 10.3.6 When required to act on a Gasfitter's and Drainer's licence, as set out in Item 8 of Table 2.
- 10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's licence, as set out in Item 9 of Table 2.
- 10.4 A plumber or drainer who may be required by FRNSW to act on any of the above licences during the course of employment is entitled to be paid at the rate per hour mentioned in this clause for every hour of employment whilst liable to be called upon by the FRNSW to act on the licence or licences whether the employee has in any hour in fact acted on such licence or not.
- 10.5 Electric Welding Certificate - A plumber being the holder of a Office of Industrial Relations, Department of Commerce, oxy-acetylene or electric welding certificate who may be required by the employer to act on either of the certificates during the course of his or her employment shall be entitled to be paid for every hour of employment on work the nature of which is such that is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum set in Item 10 of Table 2 per hour for each certificate in addition to rates for journeyman plumber in this Award.

- 10.6 Computing Quantities - Employees, excluding Team Leaders and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by other employees shall be paid an additional amount in Item 11 of Table 2, per day or part thereof.
- 10.7 A plumber and/or gasfitter and/or drainer who is or will be required to be the holder of a certificate of registration shall be paid the amount in Item 12 of Table 2 per hour in addition to the ordinary rate of pay. This allowance shall be paid for all purposes of the Award with the exception of clause 22, Overtime and Penalty Rates, in which case it shall be paid as a flat rate.

11. the Team Leader Allowance and Higher Duties

- 11.1 The Team Leader Allowance as provided for in Table 3 of this Award is in compensation for an employee being appointed as the supervisor of a section. Additionally, Team Leaders are required to undertake planning and scheduling activities as well as provide monthly section reports to the Operations Manager.
- 11.2 An employee covered under this Award engaged for more than half of one day or shift, on duties carrying a higher rate than employee's ordinary classification or entitling the employee to a Team Leader allowance, shall be paid the higher rate or allowance, as the case may be, for such day or shift. If for less than one half of one day or shift, the employee shall be paid the higher rate or allowance, as the case may be, for the time so worked; provided that if an employee is required to act as Team leader at the commencement of a day or shift, the employee shall be paid the appropriate allowance for the whole of such day or shift.

12. Technician Allowance

- 12.1 The Technician Allowance as provided for in Table 3 of this Award is payable when an employee is rostered to work on the aerial component of a fire appliance.

13. Authorised Heavy Vehicle Allowance

- 13.1 An Authorised Heavy Vehicle Inspectors allowance is paid to employees covered under this Award who have successfully completed the Transport Roads and Maritime Services training course and therefore have been issued with a Heavy Vehicle Inspectors Number.
- 13.2 The Heavy Vehicle Inspectors allowance is provided for in Table 3 of this Award and is paid on a daily basis. The allowance is paid irrespective of the number of inspections undertaken. There is no allowance payable per each inspection undertaken. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

14. On Call Allowance

- 14.1 An On Call Allowance is paid to employees covered under this Award who are working On Call as part of the normal roster or have been directed to work On Call. The On Call roster requires employees to be on call for 7 days per week outside normal work hours. Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 14.2 The On Call allowance is provided for in Table 3 of this Award and is paid on a daily basis with rate variation between normal work days, week-ends and public holidays. This allowance is subject to incremental adjustment linked to percentage increases in adjustments to rates of pay.

15. Trade Employees Working Together

- 15.1 Where two or more trade employees of the same class work together without a technical supervisor and/or responsibility the tradesperson in charge shall in addition to all other payments to which the employee is entitled under this Award be paid per hour at the rate of 1/38 of the rate prescribed by clause 11, Team Leader Allowance.

16. Tool Allowance

- 16.1 Employees of any of the following classifications shall be paid in addition to all other payments to which they are entitled under this Award, a Tool Allowance of the amount per week assigned to the classification as set out in the Tool Allowance Table of Table 3 - Allowances.

Classification

Bodymaker
Motor Mechanic
Painter(Vehicle)
Panel Beater
Automotive Electrician
Electronic Technician
Instrument Maker
Radio Mechanic
Telephone Mechanic
Fitter
Electronic Tradesperson

Apprentices

Motor Mechanic
Automotive Electrician
Fitter
Electronic Technician

17. Apprentice Tool Loan

- 17.1 All new Apprentices to whom clause 5, Tool Allowance, of the Skilled Trades Award (as defined) applies, shall be entitled to apply to the Department for a zero interest loan up to the value of \$1500.00, for the purpose of equipping themselves, with the pre-requisite tools and equipment for their classification.
- 17.2 On behalf of each new Apprentice, the Department will purchase the required tools and equipment from the Department's recommended supplier.
- 17.3 The selection of tools and equipment shall be those identified by the Department or the Team Leader in charge of the Apprentice.
- 17.4 Upon commencement of employment, each Apprentice shall be issued with the pre- requisite tools and equipment for their trade classification. On receipt of the tool issue, title and ownership of the tools shall become the responsibility of the Apprentice.
- 17.5 Repayment of the loan shall be recouped by the Department, from the Apprentice's weekly tool allowance entitlement. The repayment amount shall equate to the maximum value of the weekly tool allowance entitlement as prescribed by this Award and or clause 5 of the Skilled Trades Award (as defined), as varied.
- 17.6 If for any reason, an Apprentice's employment is terminated prior to full repayment of the loan, the Apprentice shall be liable to repay to the Department the outstanding balance of the loan owing. In this regard, the Department shall be entitled to deduct from the Apprentice's termination payments the value of any outstanding loan.

18. Fire Equipment Allowance

18.1 This allowance only applies to Tradespersons in the Fleet and Communications Section.

18.1.1 Employees with a minimum of twelve (12) months continuous service covered by this Award shall be paid a fire equipment allowance as set out in Table 3 of this Award, as varied by the provisions of subclause 18.1.2.

18.1.2 Apprentices covered by this Award shall be entitled to be paid at the Non-Trades Staff rate of the allowance as set out in Table 3 of this Award.

19. Apprentice to Tradesperson

19.1 An Apprentice who completes a full four year apprenticeship with FRNSW and then is appointed as a Tradesperson, will commence payment as a Fire Vehicle Repairer at the Thereafter rate of pay.

20. Special Rates

20.1 In addition to the wages and allowances prescribed by - clauses 4. Rates of Pay; 10. Additional Wage Rates; 11. Team Leader Allowance; 15. Trade Employees Working Together and 16. Tool Allowance - the following special rates and allowances shall be paid to employees.

20.1.1 Confined Spaces - Working in a place the dimensions or nature of which necessitates working in a stooped or cramped position or without sufficient ventilation; the amount set out in Item 1 of Special Rates in Table 3.

20.1.2 Dirty Work - Work which a Team Leader and tradesperson agree is of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned and for which no other special rates are prescribed shall be paid for by an additional amount at the rate set out in Item 2 of Special Rates in Table 3, above the rate prescribed by this Award.

20.2 In the case of disagreement between the Team Leader and tradesperson the latter shall be entitled within 12 hours to ask for a decision on his/her claim by the employer, his/her industrial officer, manager, superintendent or engineer. In such a case a decision shall be given on the worker's claim within 24 hours of it being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, his/her industrial officer, manager or engineer shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

20.3 Height Pay -

20.3.1 Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the amounts set out in Item 3 of Special Rates in Table 3. Height shall be calculated from where it is necessary for the employee to place his hands or tool in order to carry out the work to such ground, deck, floor or water. For the purposes of this subclause, deck or floor means a substantial structure which, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to an employee working on a suitable scaffold erected in accordance with the *Scaffolding and Lifts Act 1912*. An additional amount set in Item 4 of Special Rates in Table 3 shall be paid for every metre beyond that specified in Item 3 of Special Rates in Table 3.

20.3.2 Plasterers required to work on a swing scaffold shall be paid the amount also set out in Item 13 of Special Rates in Table 2.

20.4 Hot Places - Working in the shade in places where the temperature is raised by artificial means to between 46 degree Celsius and 54 degree Celsius and places where the temperature exceeds 54 degree Celsius, the amounts set in Item 14 of Special Rates in Table 2. Where work continues for more than two hours in temperatures exceeding 54 degree Celsius, employees shall also be entitled to 20 minutes'

rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

- 20.5 Insulation Material - Employees working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material is being used in insulating work shall be paid the amount set in Item 5 of Special Rates in Table 3, or if the insulating materials be silicate, the amount also set in Item 6 of Special Rates in Table 3, whether they are actually handling such materials or not; provided that such insulating material shall include granulated cork but shall not include cork board or materials contained in unbroken packages.
- 20.6 Wet Places -
- 20.6.1 An employee working in a place where water other than rain is falling so that his or her clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate his/her boots shall be paid the amount set in Item 15 of Special Rates in Table 2, per hour extra; provided that this extra rate shall not be payable in respect of the disabilities provided for in clause 4.1, Industry Allowance, of this Award; nor to an employee who is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid such rate for such part of the day or shift as he/she is required to work in wet clothing or boots.
- 20.6.2 Where a plumber is required to work in the rain, the plumber shall be paid the amount also set in Item 16 of Special Rates in Table 2, per hour extra for time so worked.
- 20.6.3 An employee called upon to work knee deep in mud or water, shall be paid at the rate also set in Item 17 of Special Rates in Table 2, per day in addition to the ordinary rates of pay prescribed for each day or portion thereof so worked; proved that this subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.
- 20.7 Swinging Scaffolds - A payment as set out in Item 18 of Special Rates in Table 2, for the first four hours or any portion thereof, and an additional amount also set in Item 18 of Special Rates in Table 2 for each hour thereafter on any day shall be made to any persons employed:
- 20.7.1 On any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- 20.7.2 On a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 20.8 Provided that solid plasterers when working off a swing scaffold shall receive an additional amount, also set in Item 19 of Special Rates in Table 2, per hour.
- 20.9 Spray Applications - An employee engaged on all spray applications carried out in other than a properly construction booth, approved by the Department of Industrial Relations, shall be paid the amount set in Item 7 of Special Rates in Table 3, per hour extra.
- 20.10 Roof Work - Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the amount set out in Item 20 of Special Rates in Table 2 per hour extra with a minimum payment also set out in Item 20.
- 20.11 Electric Welding Plumbers - A plumber engaged on electric welding applicable to plumbing shall be paid the amount in Item 21 of Special Rates in Table 2, per hour extra for the time so worked.
- 20.12 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the amount set in Item 22 of Special Rates in Table 2.
- 20.13 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Office of Industrial relations, Department of Commerce, and is required to act on that certificate whilst engaged on work requiring a certificated employee shall be paid an additional amount set out in Item 23 of Special Rates in Table 2.

- 20.14 Extra Rates not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature then only the highest of such rates shall be payable.
- 20.15 Rates not Subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the time at which the work is performed and shall not be subject to any premium or penalty additions.
- 20.16 Distant Places -
- 20.16.1 All employees working in districts west and north of and excluding State Highway No. 17 from Tocomwal to Gilgandra, State highway No. 11 from Gilgandra to Tamworth, Trunk Road No. 63 from Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes shall be paid the amount set out in Item 24 of Special Rates in Table 2, extra per day.
- 20.16.2 All employees working in the Western Division of the State shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day.
- 20.16.3 All employees working within the area bounded by and inclusive of the Snowy River from the New South Wales border to Dalgety, thence by road directly from Dalgety to Berridale and on to the Snowy Mountains Highway at Adaminaby thence to Blowering, thence by a line drawn from Blowering southwest to Welarewang, and on to the Murray River, thence in a southeasterly direction along the New South Wales border to the point of commencement shall be paid the amount also set in Item 24 of Special Rates in Table 2 extra per day or part thereof.
- 20.17 Applying Obnoxious Substances -
- 20.17.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the amount set in Item 8 of Special Rates in Table 3, per hour extra.
- 20.17.2 In addition, employees applying such materials in buildings which are normally air conditioned shall be paid the amount also set in Item 9 of Special Rates in Table 3, per hour extra for any time worked when the air conditioning plant is not operating.
- 20.17.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator and in addition protective clothing shall be supplied where recommended by the NSW Department of Health.
- 20.17.4 Employees working in close proximity to employees so engaged shall be paid the amount also set in Item 10 of Special Rates in Table 3 per hour extra.
- 20.17.5 For the purposes of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.
- 20.18 Painters shall be paid the amount in Item 25 of Special Rates in Table 2, per hour for burning off paint and applying the first coat.
- 20.19 Asbestos Eradication -
- 20.19.1 Application - This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award.
- 20.19.2 Definition - Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

- 20.19.3 Control - All aspects of asbestos eradication work shall be conducted in accordance with the N.S.W. *Occupational Health and Safety Act 2000*, the *Occupational Health and Safety (Asbestos Removal Work) Regulation 1996* and the N.S.W. *Construction Safety Act 1912* Regulations concerning construction work involving asbestos and asbestos cement.
- 20.20 Rate of Pay - in addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the amount set in Item 11 worked in lieu of Special Rates in Table 3, per hour of special rates as prescribed in clause 20. Special Rates, with the exception of subclauses 20.4 Hot Places, 20.7 Swinging Scaffold and 20.9 Spray Applications (Item 6 of Special Rates in Table 3).
- 20.21 Other Conditions - The conditions of employment, rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the Award, as varied, from time to time.
- 20.22 Chokages - If an employee is employed upon any chokage and is required to open up any soil pipe, waste pipe, drain pipe, or pump conveying offensive material or a scupper containing sewage or is required to work in a septic tank in operation the employee shall be paid an additional amount set out in Item 26 of Special Rates in Table 2 per day or part of a day.

21. Maintenance of Existing Service and Personal Allowances

- 21.1 An employee covered by this Award who at the date this Award took effect was employed by FRNSW and who was then being paid a service allowance and/or personal allowance shall continue to be paid such service allowance and/or personal allowance in addition to all other payments to which the employee is entitled under this Award so long as the employee remains subject to the provisions of this Award.
- 21.2 Such service and personal allowance shall be part of the weekly wage of the employee for all purposes of this Award.
- 21.3 Except as provided by paragraph 21.1, of this clause no employee of the FRNSW covered by this Award shall be paid any service allowance.

22. Overtime and Penalty Rates

- 22.1 Subject as otherwise provided in this Award, all time worked in excess of the ordinary weekly hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first 2 hours, and double time thereafter.
- 22.2 Each day shall stand alone for the purpose of computation of overtime pursuant to this paragraph.
- 22.3 All time worked on a Saturday shall be at the rate of time and one-half for the first 2 hours and double time thereafter, provided that where in any case of emergency an employee called out for work after 12 noon on Saturday shall be paid at the rate of double time.
- 22.4 All time worked on a Sunday shall be at the rate of double time and all time worked on a Public Holiday shall be at the rate of double time and one-half.
- 22.5 For the purpose of computing the hourly rate the weekly rate shall be divided by the number of ordinary hours per week prescribed for each employee.
- 22.6 An employee required to work 2 hours or more overtime immediately after the usual ceasing time shall be allowed a meal break of 20 minutes, which shall be paid for at the appropriate overtime rate.
- 22.7 The meal break shall be taken at the commencement of the overtime period or later by mutual arrangement with the officer for the time being in charge and the employee.

- 22.8 An employee working overtime shall be allowed a meal break of 20 minutes to be paid for at the appropriate overtime rate, after each 4 hours of overtime actually worked, provided that the employee is required to work at least a further 1 hour after the said 4 hours actually worked.
- 22.9 An employee whose ordinary hours do not include Saturday or Sunday or a public holiday shall be allowed meal breaks with pay only in respect of time worked outside what would be the usual hours of duty on an ordinary working day.
- 22.10 Call back - Minimum payment for emergency recall to duty shall be for four hours at appropriate penalty rates.
- 22.11 An employee may be directed by the FRNSW to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 22.11.1 the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
 - 22.11.2 any risk to employee health and safety,
 - 22.11.3 the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 22.11.4 the notice (if any) given by the FRNSW regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
 - 22.11.5 any other relevant matter.

23. Meal Allowance

- 23.1 An employee required to work overtime for one and a half hours or more shall be paid the amount set in Item 1 of Meal Allowance in Table 3 for a meal and after the completion of each four hours on continuous overtime shall be paid the amount also set in Item 2 of Meal Allowance in Table 3 for each subsequent meal in addition to his overtime payment, but such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.
- 23.2 An employee whose ordinary hours do not include a Saturday or Sunday or public holiday, shall receive the meal allowance prescribed by this clause when the time is worked outside what would be the usual hours of duty on an ordinary working day.

24. Travelling Time and Fares

- 24.1 An employee shall be required to proceed to his headquarters and to return to his or her home at ordinary starting and ceasing time at least once on each ordinary working day in the employee's own time and expense.
- 24.2 An employee other than an employee classified as a builder's labourer and who is required to work temporarily or is transferred to work temporarily at a point distant from his or her headquarters shall be paid travelling time for such period at the rate set out in Item 1 of Travelling Time and Other Fares in Table 3 for each day to compensate for excess fares and travelling time to and from places or work, provided that the allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance also set in Item 2 of Travelling Time and Other Fares in Table 3 per day shall be paid.
- 24.3 An employee classified as a labourer-builder shall be paid the amount also set in Item 1 of Travelling Time and Other Fares in Table 3 per day as a fare allowance and travelling allowance for travel patterns and costs peculiar to the industry which includes mobility requirements on employees and the nature of employment on construction work.

- 24.4 Subject to the foregoing provisions, a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion or has walked instead of using public conveyance.
- 24.5 Excess travelling time and fares shall not be payable in the case of an employee permanently transferred or appointed to a new headquarters, in which case the new location shall become headquarters for the purpose of this clause from the date of attachment to the new location.
- 24.6 Where an employee is sent during working hours from one location to another, the FRNSW shall pay all travelling time and fares incurred in addition to the amount it may be liable to pay under this clause.

25. Travelling Expenses

- 25.1 An employee while travelling upon the business of FRNSW away from their accustomed workshop shall be paid:
- 25.1.1 Reasonable expenses incurred for accommodation and meals whilst so travelling.
- 25.1.2 The cost actually incurred for travel by aircraft, rail, road, boat or otherwise.
- 25.1.3 Vouchers shall show the employee's movements on each day and state times of his or her departure and arrival.
- 25.1.4 Travelling expenses to be incurred pursuant to this clause shall, if requested, be paid to the employee concerned in cash on the last working day prior to departure.
- 25.1.5 The meal, accommodation and incidental allowances expressed in NSW Department of Premier and Cabinet Circulars will be adjusted on 1 July regardless of the date of the issuing of the Circular by the NSW Department of Premier and Cabinet. The amounts will be in line with the corresponding allowance amounts for the appropriate financial year published by the Australian Taxation Office (ATO).

26. Annual Leave

- 26.1 Every employee shall be entitled to four weeks leave of absence, exclusive of public holidays, on the completion of each 12 months service, such leave shall be taken within 6 months after it becomes due, and reasonable notice be given by either party when leave is to commence. This clause governs the time in which past Annual Leave accrual should be taken with the exception provided for in clause 26.8. In other words, an employee should work towards taking their Annual Leave from the year before in the first 6 months of the following year, however if there are reasons to the satisfaction of the employee and management of why this cannot be accomplished, then clause 26.8 provides for flexibility.
- 26.2 Where an employee with one or more months' service but less than 12 months' service is discharged, dismissed, resigns, retires or dies, the employee or their legal personal representative shall be paid for each completed week of service an amount equal to one-twelfth of the employee's ordinary weekly rate payable at the date of the termination of service.
- 26.3 After the first completed year of service annual leave shall accrue at the rate of one and two-third days for each completed month of service.
- 26.4 The Annual Leave provisions of clause 31, General Leave Conditions and Accident Pay, of the Skilled Trades Award (as defined), shall apply, as varied by the provision of subclauses 26.5, 26.6, 26.7 and 26.8, to all employees covered by this Award.
- 26.5 Annual Leave shall be taken in accordance with the roster as in 26.6, with the following exceptions:
- 26.5.1 Where an employee is taking Personal Carers leave in line with the provisions of the Award.
- 26.5.2 Where an employee can give 5 working days notice when not on a rostered on call position or the Lube Service Vehicle and the minimum staffing levels can be maintained.

- 26.5.3 Where an employee can organize a shift swap if they are rostered on call or on the Lube Service vehicle provided minimum staffing levels can be maintained.
- 26.6 Annual Leave shall be taken in block periods, the shortest of which not being less than five (5) sequential working days in duration. The block periods shall, in any one year, comply with one of the formats outlined as follows:
- 26.6.1 one block period of four weeks duration; or
- 26.6.2 one block period of three weeks duration followed later by one block period of one weeks duration; or
- 26.6.3 one block period of one weeks duration followed later by one block period of three weeks duration; or
- 26.6.4 one block period of two weeks duration followed later by another one block period of two weeks duration; or
- 26.6.5 four block periods of one weeks duration.
- 26.7 Annual Leave shall be taken in accordance with the roster.
- 26.8 The parties agree to jointly work towards reducing each employees accrual of Annual Leave to the accumulation of twenty (20) days plus the current years entitlement. The only exceptions being, in the case of family emergencies, or with prior notification of a planned extended holiday.

27. Annual Leave Loading

- 27.1 Employees shall be granted an annual leave loading equivalent to 17 1/2 per cent of four weeks' ordinary salary or wages.
- 27.2 The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion sufficient annual leave is taken to permit an absence from duty of at least two consecutive weeks after 1 December in any year.
- 27.3 The loading will apply only to leave accrued in the year ending the preceding 30 November, up to a maximum of four weeks. Leave and salary records are then to be endorsed to indicate that payment of the annual leave loading for the year ended 30 November previous has been made.
- 27.4 In the event of no such absence occurring by 30 November of the following year, the employee being still employed, is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November to the previous leave year notwithstanding that the employee has not entered on leave. The leave and salary records are to be endorsed to indicate that payment of the annual leave loading for the previous leave year has been made.
- 27.5 There shall be a leave year ending 30 November in every year. The above scheme will first apply to leave taken on or after 1 December 1974, being leave accrued during the 12 month period to 30 November 1974.
- 27.6 The annual leave loading is not payable when an employee is granted annual leave to the employee's credit, or the monetary value thereof, on resignation, retirement, termination of employment, dismissal, etc.
- 27.7 Broken service during a year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 27.8 Rate of Payment - The annual leave loading is to be calculated on the salary or wage rate paid for the leave when taken, i.e., new rates granted by Award, agreement, determination, national wage case

decision, increment, etc., during the period of leave are to be taken into account unless otherwise prescribed by Award or agreement and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two weeks leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.

- 27.9 Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on salary or wages.
- 27.10 In the case of an employee sent on annual leave pending an inquiry into the employee's services, the annual leave loading is not to be paid.
- 27.11 Retrospective payments will be made to employees who have qualified to receive payment of the annual leave loading since 1 December 1974.

28. Holidays

- 28.1 Subject to subclause (ii) of this clause, the days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Bank Holiday (in lieu of picnic days), Labour Day, Christmas Day, Boxing Day and/or specially proclaimed holidays in any year are observed shall be holidays. An employee shall be entitled to these holidays without loss of pay.
- 28.2 An employee who is absent from duty without reasonable cause on the working day prior to and/or the working day following any holiday shall not be entitled to payment for such holiday.

29. Rostered Days Off

- 29.1 The Rostered Day Off ("RDO") provisions of clause 2, Hours-Day Workers, of the Skilled Trades Award, (as defined) shall apply to all employees employed in the Communications Section. The same provisions, but as varied by the provisions of subclauses 29.2, 29.3, 29.4 & 29.5, shall apply to all other employees covered by this Award.
- 29.2 RDO shall be taken in accordance with the roster. Those staff who are on call and therefore work on the RDO day as part of the roster will normally take their RDO on the following Monday when they are off call.
- 29.3 RDO are to be taken as and when they fall due. There is no provision for the accumulation of untaken days. Under exceptional circumstances, and with prior approval, the clearing of the RDO day may be delayed.
- 29.4 Appropriate records will be kept by the Department of the dates on which each employee takes a RDO. Such records will be available for perusal by the employee on request.
- 29.5 Where an employee is asked and elects to work on the pre-determined RDO, in accordance with subclause 2.1 of clause 2, Hours-Day Workers, of the Skilled Trades Award (as defined), the compensation paid in accordance with subclause 2.5 of the said clause 2 (i.e. Saturday rates), shall be the employee's only entitlement for working on the RDO.

30. Long Service Leave

- 30.1 Long Service Leave, calculated from the date of appointment to the service, shall accrue in accordance with the following entitlement:
- 30.1.1 After service for 10 years, leave for 2 months on full pay or 4 months on half pay.
- 30.1.2 After service in excess of 10 years:
- 30.1.2.1 leave pursuant to paragraph (a), of this subclause; and

- 30.1.2.2 in addition, an amount of leave proportionate to the length of service after 10 years.
- 30.1.3 Long Service Leave shall not include annual leave but shall include public holidays occurring during the period when such leave is taken.
- 30.2 Where the service of an employee with at least 5 years' service and less than 7 years' service is terminated by FRNSW for any reasons or by the employee on account of illness, incapacity or domestic or other pressing necessity, the employee shall be entitled after 5 years' service to one month's leave on full pay and for service after 5 years', to a proportionate amount of leave on full pay calculated on the basis of 3 months leave for 15 years' service.
- 30.3 In the event of the death of an employee the value of long service leave due shall be paid to such dependants as FRNSW shall determine.
- 30.3.1 In the event of the termination of the employment of an employee for any reason other than death the money value of long service leave due to the employee shall be paid to such employee as a gratuity.
- 30.3.2 Long service leave as provided by this clause, shall, subject to the exigencies of the service, be granted by the FRNSW as and when such leave becomes due (i.e. after 7 years) or at any time thereafter; provided that notice in writing of intention to take such leave shall be given to the FRNSW by the employee concerned at least 30 days before the date on which the employee desires that such leave should commence.
- 30.4 Notwithstanding anything elsewhere provided by this clause:
- 30.4.1 employees may apply to take pro-rata Long Service leave after the completion of (7) years of service. Additionally employees with such service shall be entitled to pro-rata Long Service leave on resignation or termination.
- 30.4.2 employees may apply to take a period of Long Service leave at double pay provided that:
- 30.4.2.1 The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work.
- 30.4.2.2 The employees' leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.
- 30.4.2.3 Other leave entitlements, e.g. recreation leave, sick leave and Long Service leave will accrue at the single time rate where an employee takes Long Service leave at double time.
- 30.4.2.4 Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at that single time rate.
- 30.4.3 Where a public holiday falls during a period of Long Service leave the employee shall be paid for that day and additionally it shall not be deducted from the period of leave.
- 30.4.4 In respect of public holidays that fall during a period of double pay Long Service leave an employee will not be debited in respect of the leave on a public holiday. The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

31. Sick Leave

- 31.1 An employee shall be allowed 15 working days sick leave with pay within each 12 months period of entitlement; provided, however, that all such sick leave in excess of two days within each period shall only be granted on the submission of a medical certificate which shall be to the satisfaction of FRNSW.

- 31.2 Sick leave not taken shall be cumulative to a maximum period of 120 days but payment of the monetary equivalent of sick leave not taken shall not be made.
- 31.3 Where an employee with ten or more years' service has taken all sick leave entitlement, FRNSW may, at its discretion, grant further sick leave with or without pay.

32. Bereavement Leave

- 32.1 In no way restricting the right of FRNSW to grant leave for compassionate reasons in other circumstances, an employee shall, on the death within Australia of a wife, husband, parent, brother, sister, child, stepchild, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild, be entitled, on notice, to leave up to and including the day of the funeral of such relation and such leave shall be without deductions of pay for a period not exceeding two ordinary working days. Proof of such death, shall, if requested, be furnished by the employee to the satisfaction of FRNSW; provided, however, that this clause shall have operation whilst the period of entitlement to leave under it coincides with any other period of entitlement to leave.
- 32.2 For the purpose of this clause, the words "wife" and "husband" shall include a person who lives with the employee as a de facto spouse.
- 32.3 Bereavement entitlements for casual employees
- 32.3.1 Subject to the evidentiary and notice requirements in clause 32.1 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 41.1.3.2 of clause 40 Personal Carers Leave.
- 32.3.2 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 of 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.
- 32.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

33. Clothing

- 33.1 Clothing, tools or any articles issued to employees shall be worn or used only in the course of their duties.
- 33.2 Clothing or other articles shall be issued to such employee as FRNSW approves where in its opinion such clothing or article is necessary for:
- 33.2.1 Uniformity of appearance,
- 33.2.2 Protection against material which destroy or damage ordinary clothing,
- 33.2.3 Protection against weather, and
- 33.2.4 Protection against injury to the employee
- 33.3 An employee shall be responsible for the care and upkeep of any clothing issued and new clothing shall not be issued until the previous clothing has been returned to the store and its loss satisfactorily accounted for.
- 33.4 An employee shall also be responsible for tools, equipment and other articles issued or for their loss or damage through misuse or negligence.

- 33.5 An employee shall replace any such clothing, tools, equipment or other articles so lost or damaged through the employee's misuse or negligence or pay such amount in respect thereof which the FRNSW shall determine.
- 33.6 Where full uniform is supplied by FRNSW and is required to be worn by an employee and such uniform becomes soiled or damaged in the execution of duty so as to require dry cleaning or repairs, such dry cleaning and repairs shall be done at the expense of the FRNSW.

34. Insurance of Tools

- 34.1 In respect of those employees entitled under this Award to a tool allowance FRNSW shall insure, and shall keep insured against loss or damage by fire whilst on the employer's premises, such tools of the employee which are used by him/her in the course of his/her employment. The employee shall if requested to do so furnish FRNSW with a list of his/her tools so used.
- 34.2 Any such employee shall be entitled to be reimbursed for the loss of tools up to the value set out in Item 1 of Insurance of Tools of Table 3, provided such tools are lost by theft from a breaking and entering outside working hours while the tools are stored at the FRNSW's direction on the job.

35. Procedure on Charge

- 35.1 When an employee is summoned to appear before a Senior Officer or before FRNSW on a charge, appeal, or other formal inquiry not being a preliminary investigation, the employee shall be given particulars; in writing, of the charge or allegation if any, against the employee at least 48 hours before the hearing of the charge or appeal or the opening of the said inquiry and shall be allowed access, personally or by a representative duly authorised by the employee in writing to all or any of the official papers, correspondence or reports of the FRNSW relating to the charge, appeal or subject to the said inquiry.
- 35.2 The employee also shall be allowed to give and call evidence on the employee's own behalf and to hear all evidence given.
- 35.3 If an employee so requests, the employee may be represented by an Officer of the union before such senior officer of the FRNSW on all such occasions.
- 35.4 No adverse report about an employee shall be placed among the records or papers relating to the employee or noted thereupon unless the employee concerned shall have been shown the said report which shall be evidenced by the employee's signature thereupon unless the employee refuses to sign in which case the union shall be notified by the FRNSW in writing within seven days of such refusal, and shall have been given an opportunity of replying to the report. If the employee so desires a reply shall be in writing, which, together with the adverse report, also shall be placed amongst the records or papers relating to the employee or shall be noted thereupon.
- 35.5 Where FRNSW has for its own purpose caused a transcript copy of proceedings on a charge, appeal or formal inquiry to be taken, a copy of such transcript shall be supplied, free of cost, to the employee concerned, if during the hearing or at the termination of the proceedings a request therefore in writing is made by the employee.
- 35.5.1 After the Senior Officer has announced the recommendation or when the FRNSW has made its decision as the result of a charge or an appeal the employee concerned shall be informed thereof in writing within 7 days after such announcement or decision has been made or has been given as the case may be.

36. Higher Grade Pay

- 36.1 An employee engaged for more than half of one day or shift on duties carrying a higher rate than the employee's ordinary classification or entitling the employee to a Team Leader Allowance shall be paid the higher rate or allowance as the case may be for such day or shift. If for less than one half of one day or shift the employee shall be paid the higher rate or allowance as the case may be for the time so

worked; provided that if an employee is required to act as Team Leader at the commencement of a day or shift the employee shall be paid the appropriate allowance for the whole of such day or shift.

- 36.2 Employees covered under this Award, who are engaged on duties in a classification appearing in the Crown Employees (Public Sector - Salaries 2008) Award, or successor, carrying a higher rate than the employee's ordinary classification, will be paid a higher duties allowance on a day by day basis (regardless of how many days such employee was acting in the higher graded position). This includes an employee who is on-call on a Saturday or Sunday, that is, the higher duties allowance is payable whilst on-call on a weekend. Such higher duties allowance is payable at 7 hours per day only.

37. Anti-Discrimination

- 37.1 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.

- 37.2 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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 37.3 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.

- 37.4 Nothing in this clause is to be taken to affect:

37.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

37.4.2 offering or providing junior rates of pay to persons under 21 years of age;

37.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

37.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- 37.5 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.

37.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.

37.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides;

"Nothing in the Act affects..... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

38. Term of Employment

- 38.1 An employee shall give to FRNSW and FRNSW shall give to an employee one week's notice of termination of employment, such notice to be given from a normal pay day. This, shall not affect the right of FRNSW to dismiss any employee without notice for inefficiency, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.

- 38.2 For the purposes of meeting the needs of the industry, FRNSW may require any employee to work reasonable overtime, including work on Saturdays, Sundays and public holidays at the rate prescribed in

this Award, and unless reasonable excuse exists the employee shall work in accordance with such requirements.

38.3 In the event of wet weather, no deduction from wages shall be made subject to the following conditions:

38.3.1 An employee shall continue working until such time as the officer in charge orders the employee to cease work.

38.3.2 An employee shall stand by as directed by the officer in charge.

38.3.3 An employee shall report for duty as directed.

38.4 The absence of an employee from work for a continuous period exceeding five working days without the consent of the employer and without notification to the employer shall be prima facie evidence that the employee has abandoned employment.

38.5 Provided that if within a period of 14 days from the employee's last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the FRNSW that the absence was for reasonable cause, the employee shall be deemed to have abandoned employment.

38.6 Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.

38.6.1 No payment in respect of wages, annual leave or long service leave shall be assigned or charged to any person but shall be paid to the employee entitled thereto, or may be paid to the employee entitled thereto, or may be paid to a person authorised by the employee to receive the same.

38.6.2 FRNSW shall be entitled to deduct out of an employee's wages such sum as the employee requests in writing in respect of contributions or payments for purposes approved by FRNSW.

39. Grievance and Dispute Resolution Procedures

39.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

39.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute, or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

39.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

39.4 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Commissioner.

39.5 The Commissioner may refer the matter to the DPE for consideration.

39.6 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- 39.7 A staff member, at any stage, may request to be represented by their Union.
- 39.8 The staff member or the Union on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 39.9 The staff member, Union, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 39.10 Whilst the procedures outlined in subclauses 39.1 to 39.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

40. Personal/Carer's Leave - August 1996

40.1 Use of Sick Leave -

40.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 40.1.3.2 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 at clause 21 of the Award, 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.

40.1.2 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.

40.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

40.1.3.1 the employee being responsible for the care of the person concerned; and

40.1.3.2 the person concerned being:

40.1.3.2.1 a spouse of the employee; or

40.1.3.2.2 a defacto 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

40.1.3.2.3 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 defacto spouse of the employee; or

40.1.3.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

40.1.3.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(i) "relative" means a person related by blood, marriage or affinity;

(ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(iii) "household" means a family group living in the same domestic dwelling.

40.1.4 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.

40.2 Unpaid Leave for Family Purpose -

40.2.1 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 1.1.3(ii) above who is ill.

40.3 Annual Leave -

40.3.1 An employee may elect, with the consent of the employer 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.

40.3.2 Access to annual leave, as prescribed in paragraph 1.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Award.

40.3.3 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.

40.3.4 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.

40.4 Time Off in Lieu of Payment for Overtime -

40.4.1 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.

40.4.2 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.

40.4.3 If, having elected to take time as leave in accordance with paragraph 1.4.1 above, 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.

40.4.4 Where no election is made in accordance with paragraph 1.4.1, the employee shall be paid overtime rates in accordance with the Award.

40.5 Make-up Time -

40.5.1 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 the Award, at the ordinary rate of pay.

40.5.2 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.

40.6 Rostered Days Off -

40.6.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

40.6.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

- 40.6.3 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.
- 40.6.4 This subclause is subject to the employer informing each union which is both party to the Award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- 40.7 Personal Carers Entitlement for casual employees -
- 40.7.1 Subject to the evidentiary and notice requirements in 40.1.2 and 40.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 40.1.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 40.7.2 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 of 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.
- 40.7.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

41. Maternity Leave

- 41.1 A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- 41.1.1 for a period up to 9 weeks prior to the expected date of birth; and
- 41.1.2 for a further period of up to 12 months after the actual date of birth.
- 41.2 A staff member who has been granted maternity leave may, with the permission of the Department Head, take leave after the actual date of birth:
- 41.2.1 full-time for a period of up to 12 months; or
- 41.2.2 part-time for a period of up to 2 years; or
- 41.2.3 as a combination of full-time and part-time over a proportionate period of up to 2 years.
- 41.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 41.4 A staff member who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 41.5 If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.

- 41.6 A staff member who:
- 41.6.1 applied for maternity leave within the time and in the manner determined by the Department Head; and
 - 41.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay, or the period of maternity leave taken, whichever is the lesser period.
- 41.7 Except as provided in paragraph (f) of this subclause, maternity leave shall be granted without pay.

42. Parental Leave

- 42.1 A staff member is entitled to take parental leave in respect of each pregnancy of the spouse or partner as follows:
- 42.1.1 short parental leave - an unbroken period of one week at the ordinary rate of pay, or 2 weeks at half pay at the time of the birth of the child or other termination of the spouse's or partner's pregnancy;
 - 42.1.2 extended parental leave - for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in subparagraph (1) of paragraph (a) of this subclause in order to assume the primary care giving responsibilities.
- 42.2 Extended parental leave may commence at any time up to 2 years from the date of birth of the child.
- 42.3 A staff member who has been granted parental leave may, with the permission of the Department Head, take such leave:
- 42.3.1 full-time for a period not exceeding 12 months; or
 - 42.3.2 part-time over a period not exceeding 2 years; or
 - 42.3.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 42.4 A staff member who resumes duty immediately on the expiration of parental leave shall:
- 42.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 42.4.2 if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- 42.5 Except as provided in paragraph (a) (1) of this subclause, parental leave shall be granted without pay.
- 42.6 Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 42.7 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- 42.7.1 the employee or employee's spouse is pregnant; or
 - 42.7.2 the employee is or has been immediately absent on parental leave.

42.7.3 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.

42.8 Right to request - An employee entitled to parental leave may request the employer to allow the employee:

42.8.1 to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

42.8.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

42.8.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

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

42.8.5 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.

42.8.6 Employee's request and the employer's decision to be in writing. The employee's request and the employer's decision made under 42.8.2 and 42.8.4 must be recorded in writing.

42.8.7 Request to return to work part-time - Where an employee wishes to make a request under 42.8.4 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.

42.8.8 Communication during parental leave - 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:

42.8.8.1 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

42.8.8.2 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.

42.8.8.3 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.

42.8.8.4 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 paragraph (a).

43. Adoption Leave

43.1 A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:

43.1.1 for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

43.1.2 for such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.

- 43.2 A staff member who has been granted adoption leave may, with the permission of the Department Head, take leave:
- 43.2.1 full-time for a period not exceeding 12 months; or
 - 43.2.2 part-time over a period not exceeding 2 years; or
 - 43.2.3 partly full-time and partly part-time over a proportionate period of up to 2 years.
- 43.3 Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- 43.4 A staff member who resumes duty immediately on the expiration of adoption leave shall:
- 43.4.1 if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
 - 43.4.2 if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position, subject to the mobility provisions of the *Public Sector Employment and Management Act 2002*.
- 43.5 A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at the ordinary rate of pay for a period not exceeding 14 weeks, or 28 weeks at half pay of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- 43.5.1 applied for adoption leave within the time and in the manner determined by the Department Head; and
 - 43.5.2 prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- 43.6 With the exception of subclause 43.5, adoption leave shall be granted without pay.
- 43.7 Special Adoption Leave - A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service.

44. Family and Community Service Leave

- 44.1 The Department Head shall grant to an employee some or all of the available family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies.
- 44.2 Such cases may include but not be limited to the following:
- 44.2.1 compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - 44.2.2 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;
 - 44.2.3 emergency or weather conditions, such as when flood, fire or snow or disruption to utility services etc. threaten property and/or prevent an employee from reporting for duty;

- 44.2.4 attending to family responsibilities such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 44.2.5 attendance at court by an employee 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;
- 44.2.6 attendance at a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
- 44.2.7 absence during normal working hours to attend meetings, conferences or to perform other duties, for an employee holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- 44.3 The maximum amount of family and community service leave on full pay which may, subject to this Award, be granted to a staff member shall be the greater of the leave provided in subclauses 44.3.1 or 44.3.2 of this clause.
- 44.3.1 2½ of the employee's working days in the first year of service and, on completion of the first year's service, 5 of the employee's working days in any period of 2 years; or
- 44.3.2 After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of family and community service leave previously granted to the employee.
- 44.4 If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as described in 1.1.3 of clause 40, Personal/Carer's Leave - August 1996, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to an employee.
- 44.5 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 1.1.3 of clause 40 of this Award shall be granted when paid family and community service leave has been exhausted.

45. Trade Union Leave

- 45.1 The granting of leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:
- 45.1.1 annual or biennial conferences of the delegate's union;
- 45.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 45.1.3 annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 45.1.4 attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- 45.1.5 attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
- 45.1.6 giving evidence before an Industrial Tribunal as a witness for the trade union;
- 45.1.7 local meetings between the Union and Management

46. Supplementary Labour

- 46.1 The parties to this agreement recognise that at times of peak workloads and when staff are on long term absences there may be a requirement to use supplementary labour in order to meet criteria deadlines.
- 46.2 This supplementary labour may be casual or temporary and;
- 46.2.1 arranged through or with an Employment Agency of bona-fide contractors; or
- 46.2.2 in accordance with the provisions of the Public Sector Employment and Management Act 2002.
- 46.3 It is not the Department's intention to use supplementary labour as an alternative to filling vacant permanent positions.

47. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 47.1 The entitlement to salary package in accordance with this clause is available to:
- 47.1.1 permanent full-time and part-time employees;
- 47.1.2 temporary employees, subject to the Department or agency's convenience; and
- 47.1.3 casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 47.7.
- 47.2 For the purposes of this clause:
- 47.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification in Table 1 - Wages of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 47.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 47.3 By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 47.3.1 a benefit or benefits selected from those approved by the DPE; and
- 47.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- 47.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 47.5 The agreement shall be known as a Salary Packaging Agreement.
- 47.6 Except in accordance with subclause 7.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- 47.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 47.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or

- 47.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 47.7.3 subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 47.8 Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 47.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 47.9.1 *Police Regulation (Superannuation) Act 1906*;
- 47.9.2 *Superannuation Act 1916*;
- 47.9.3 *State Authorities Superannuation Act 1987*; or
- 47.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 47.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 7.9 of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 47.11 Where the employee makes an election to salary package:
- 47.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 47.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this agreement or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee in Table 1 - Wages of this Award if the Salary Packaging Agreement had not been entered into.
- 47.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 47.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Union. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

48. Workplace Reform Program

- 48.1 The parties agree that this Award, in providing a single classification and rate of pay for all tradespersons in the Fleet Section, including appropriate allowances, provides appropriate compensation in recognition of multi-skilling and changes made to working arrangements through consultation and cooperation. Workplace reform will continue - but not limited to - the following issues:

- Consultation with the parties in relation to the implementation of this Award, and
- Ensuring Equal Employment Opportunity and recognition of merit.

49. Calculations

- 49.1 In relation to Part B of this Award, and specifically Tables 1, 2 and 3, per week amounts are rounded to the nearest ten cents, per day to the nearest cent, and per hour to the cent.

50. No Extra Claims

- 50.1 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.
- 50.2 The employees 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.

51. Area, Incidence and Duration

- 51.1 This Award is an amalgamation of the NSW Fire Brigades Maintenance and Miscellaneous Staff Enterprise Agreement 2008 and the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award.
- 51.2 The Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award was made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award, published 8th July 2004 (345. I.G. Part 3) as varied. This Award rescinds and replaces the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 15 February 2008 (364. I.G. 1276) as varied.
- 51.3 The Award published 9th February 2001 rescinded and replaced the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) Award published 9th March 1977 and reprinted 15th November 1991 (265. I.G. 1518), and all variations thereof and the Fire Brigade (Maintenance, Construction and Miscellaneous Staff) 1994 Expense Related Allowances Award published 5th July 1996 (293. I.G. 853) and all variations thereof.
- 51.4 Changes that were made to the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award were as a result of an Award Review pursuant to Section 19 of the Industrial Relations Act 1996 and the Principles for Review of Awards - State Decision 1998.
- 51.5 Historically rates of pay and wage related allowances expressed in the Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award have had a nexus with the Crown Employees Wages Staff (Rates of Pay) Award and its successors. However, after the date of the making of the Crown Employees (Fire & Rescue NSW Tradespersons) Award 2011 this nexus will cease.
- 51.6 This Award shall apply to all employees in the classifications specified in Part B, Monetary Rates, Table 1 - Wages in the employment of Fire & Rescue NSW.
- 51.7 This Award remains in force from 1st of July 2011 until 30th of June 2013, and thereafter until rescinded.

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 \$
(a) Electrical Department - Automotive Electrical	938.60	962.10
Battery Fitter	938.60	962.10
Electrical Fitter	938.60	962.10
Trades Assistant (Electrical Department)	753.70	772.50
Labourer-General (Electrical Department)	607.00	622.20
(b) Workshops Department - Blacksmith/Welder	889.10	911.30
Bodymaker	879.90	901.90
Draughtsperson - 1st year	812.80	833.10
- 2nd year	849.00	870.20
- 3rd year	889.10	911.30
- 4th year	938.60	962.10
- thereafter	982.90	1007.50
Welder	889.10	911.30
Fitter and/or Turner	855.70	877.10
Motor Mechanic	879.90	901.90
Motor Trimmer	879.90	901.90
Painter (Vehicle)	879.90	901.90
Panel Beater	879.90	901.90
Signwriter (Vehicle)	855.70	877.10
Trades assistant (Mechanical Workshops)	727.10	745.30
Labourer - General (Mechanical Workshops)	607.00	622.20
(c) Boot Factory - Bootmaker	849.00	870.20
(d) Building Maintenance Department - Draughtsperson Building services	938.60	
- 1st year	955.90	962.10
- 2nd year	973.30	979.80
- 3rd year	990.70	997.60
- 4th year	1,017.80	1015.50
- thereafter		1043.30
Plumber	889.10	911.30
Bricklayer	879.90	901.90
Carpenter	879.90	901.90
Painter	879.90	901.90
Plasterer	879.90	901.90
Labourer - Builders	864.20	885.80
(e) Cleaner -	778.70	798.20
Stores Assistant	819.80	840.30
Sailmaker	855.70	877.10
(h) Hose Repair Department - Hose Assembler and Repairer	812.80	833.10

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	1/07/2012
	+2.5% per week \$	+2.5% per week \$
COMMUNICATION SECTION		
Electronic Technician		
- 1st year	1211.00	1241.30
- 2nd year	1247.60	1278.80
- 3rd year	1269.80	1301.60
- 4th year	1296.70	1329.10
Instrument Maker	1070.30	1097.10
Radio Mechanic	1021.90	1047.50
Telephone Mechanic	1021.90	1047.50
Electronic Tradesperson	1173.80	1203.20
Electrical Mechanic	1021.90	1047.50
Trades Assistant	820.90	841.40

	1/07/2011	1/07/2012
	+2.5% per week \$	+2.5% per week \$
FLEET SECTION		
Fire Vehicle Repairer		
- 1st Year	1035.40	1061.30
- Thereafter* (Rate = 1st Year + FEA)	1105.00	1132.60
Trades Assistant	791.90	811.70

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

	1/07/2011	1/07/2012
	+2.5% per week \$	+2.5% per week \$
APPRENTICES**		
- 1st year	414.60	425.00
- 2nd year (Rate = 2nd Year + NT FEA)	597.10	612.00
- 3rd year (Rate = 3rd Year + NT FEA)	750.30	769.10
- 4th year (Rate = 4th Year + NT FEA)	857.30	878.70
Adult (Rate = Adult + NT FEA)	857.30	878.70

** 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% \$
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
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
3	10.3 Plumber when required to act on a Plumbers Licence (per hour)	1.10	1.13
4	10.3.2 When required to act on a Gasfitters Licence (per hour)	1.10	1.13
5	10.3.3 When required to act on a Drainers Licence (per hour)	0.90	0.92
6	10.3.4 When required to act on a Plumbers and Gasfitters Licence (per hour)	1.46	1.50
7	10.3.5 When required to act on a Plumbers and Drainers Licence (per hour)	1.46	1.50
8	10.3.6 When required to act on Gasfitters and Drainers Licence (per hour)	1.46	1.50
9	10.3.7 When required to act on a Plumber's, Gasfitter's and Drainer's Licence (per hour)	1.98	2.03
10	10.5 Electric Welding Certificate (per hour)	0.62	0.64
11	10.6 Computing Quantities (per day)	4.91	5.03
12	10.7 Certificate of Registration (per hour)	0.65	0.67
Clause 20. Special Rates			
13	20.3.2 Plasterers working on swing scaffold (per hour)	0.74	0.76
14	20.4 Hot Places (per hour)	0.66	0.68
15	20.6 Wet Places - Water other than rain (per hour)	0.66	0.68
16	20.6.2 Plumber in the rain (per hour)	0.66	0.68
17	20.6.3 Knee deep water/mud (per day)	5.37	5.50
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
19	20.8 Plasterers working on swing scaffold (per hour)	0.16	0.16
20	20.10 Roof work (per hour)	0.84	0.86
21	20.11 Electric Welding (per hour)	0.25	0.26
22	20.12 Explosive Powered Tools (per day)	2.26	2.32
23	20.13 Scaffolding Rigging (per hour)	0.66	0.68
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
25	20.18 Painters - burning off paint and applying the first coat (per hour)	0.65	0.67
Clause 20.22 Chokages			
26	Chokages (per day or part of a day)	6.96	7.13

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% \$
1	Team Leader Allowance (per week)	155.60	159.50
2	Technician Allowance (per week)	130.40	133.70
3	Heavy Vehicle Inspectors Allowance (per day)	1.91	1.96
4	On Call Allowance - Monday to Friday (per day)	18.45	18.91
5	On Call Allowance - Saturday, Sunday & Public Holidays (per day)	28.09	28.79

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

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 \$
Bodymaker	27.80
Motor Mechanic	27.80
Painter(Vehicle)	6.80
Panel Beater	27.80
Automotive Electrician	27.80
Electronic Technician	14.70
Instrument Maker	14.70
Radio Mechanic	14.70
Telephone Mechanic	14.70
Fitter	27.80
Electronic Tradesperson	14.70
Apprentices	per week \$
Motor Mechanic	27.80
Automotive Electrician	27.80

Fitter	27.80
Electronic Technician	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 \$
Fire Equipment Allowance (FEA) - Trades**	69.60	71.30
Fire Equipment Allowance (FEA) - Non Trades	52.10	53.40

** 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 \$
1	After 1½ hour overtime	12.20
2	Each 4 hours thereafter	10.20

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

Item	Clause 34, INSURANCE OF TOOLS	1/07/2011 per year \$
1	Maximum claim for loss of tools	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 Commissions of New South Wales.

M. J. WALTON J , *Vice-President*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (INDEPENDENT TRANSPORT SAFETY REGULATOR) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Transport Safety and Reliability Regulator.

(No. IRC 312 of 2012)

Before The Honourable Justice Backman

15 February 2012

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intent
4.	Work Environment
5.	Salaries and Grades
6.	Performance Development and Evaluation Scheme
7.	Working Hours and Overtime
7A.	Lactation Breaks
8.	Overtime
9.	Recreation Leave
10.	Annual Leave Loading
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12.	Family and Community Service Leave
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18.	Extended Leave
19.	Public Holidays
20.	Workplace Flexibility
21.	Learning and Development
22.	Allowances
23.	Trade Union Activities
24.	Grievance and Dispute Resolution Procedure
25.	Anti-Discrimination
26.	Secure Employment - OHS
27.	No Extra Claims
28.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - ITSR Salaried Officers
Schedule 2 - ITSR Senior Officers

2. Definitions

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "ITSR" means the Independent Transport Safety Regulator established by the *Transport Administration Act 1988*.
- (iii) "Staff" or "staff members" shall mean person(s) employed by ITSR under Section 4B (3) of the *Public Sector Employment and Management Act 2002* (NSW) and covered by this Award.
- (iv) "Transferred staff" mean former State Rail Authority staff, former Rail Infrastructure Corporation staff, former Office of Co-ordinator General of Rail staff or former Ministry of Transport staff who were transferred to ITSR on 1 January 2004 under Schedule 6 of the *Transport Administration Act 1988*.
- (v) Chief Executive means the Chief Executive of ITSR or their nominee.
- (vi) "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Intent

This award aims to consolidate, in the one document, the common conditions of employment of staff and to facilitate, as appropriate, greater flexibility in the workplace.

4. Work Environment

ITSR is committed to fostering engagement of staff with the organisation and its values through the provision of:

- (i) interesting work;
- (ii) effective communication that establishes clear performance expectations and feedback on performance;
- (iii) provision of an harassment free, cooperative work environment where staff are treated with dignity and respect;
- (iv) employment conditions that support staff in balancing their work and home commitments;
- (v) support for learning and career development opportunities; and,
- (vi) maintaining accident-free and healthy workplace by:
 - (a) the development of policies and guidelines on occupational health, safety and rehabilitation;
 - (b) pursuing the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by maintaining agreed consultative arrangements to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies and to determine the level of responsibility to achieve these objectives;
 - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - (d) developing strategies to assist the rehabilitation of injured staff members.

5. Salaries and Grades

- (i) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.

- (ii) The salaries prescribed in Part B incorporate an increase of 2.5% to salaries payable with effect from the first full pay period to commence on or after 1 July 2011 for existing staff who were employed as at that date and for staff employed after that date from the date they commenced employment.
- (iii) No further staff shall be classified as Grade 9 under this Award.
- (iv) ITSr and staff member(s) can agree to salary sacrifice arrangements.

6. Performance Development and Evaluation Scheme (PDES)

- (i) All staff are required to participate in the PDES.
- (ii) Incremental progression in salary is subject to obtaining a satisfactory rating under the PDES at prior 6 monthly or annual performance feedback session.
- (iii) ITSr is committed to ensuring that PDES is implemented for all staff and that reviews are conducted as scheduled, so that staff are not disadvantaged for incremental progression by any delay.
- (iv) ITSr is committed to supporting learning and development opportunities that are aligned to ITSr's Learning and Development strategies and are agreed and documented through the PDES.

7. Working Hours and Overtime

- (i) Ordinary hours of work are currently determined as 35 hours per week.
- (ii) Where staff work under a flexitime arrangement work hours are averaged over a 4 week period.
- (iii) The Chief Executive may require a staff member to perform duty beyond the hours but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
 - (b) any risk to staff member's health and safety,
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
 - (d) the notice (if any) given by the Chief Executive regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.

7A. Lactation Breaks

- (i) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- (ii) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (iii) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

- (iv) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (v) The Chief Executive shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (vi) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (vii) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (viii) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 11, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 7, Hours of Work and Overtime of this award, where applicable.

8. Overtime

- (i) The overtime provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.
- (ii) Such overtime shall be approved in advance by the Chief Executive Officer.

9. Recreation Leave

The recreation leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

10. Annual Leave Loading

The annual leave loading provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

11. Sick Leave

The sick leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

12. Family and Community Service Leave

The Family and Community Service Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

13. Leave Without Pay

The leave without pay provisions as set in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

14. Military Leave

The military leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

15. Parental Leave

Parental leave provisions include Maternity leave and Adoption Leave. The parental leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

16. Religious Or Cultural Obligations

The observance of essential religious or cultural obligations shall be in accordance with provisions in the Crown Employees (Public Service Conditions of Employment) Award as varied.

17. Special Leave

- (i) The Special Leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.
- (ii) When the leave entitlements referred to in clause 17A, Leave for Matters Arising From Domestic Violence have been exhausted, the Chief Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

17A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in subclause (vi) of clause 2 Definitions, of this award.
- (ii) Leave entitlements provided for in clause 12, Family and Community Service Leave, clause 11 Sick leave may be used by staff members experiencing domestic violence;
- (iii) Where the leave entitlements referred to in subclause 17A(ii) are exhausted, the Chief Executive shall grant Special Leave as per the second paragraph of clause 17.
- (iv) The Chief Executive will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- (v) Personal information concerning domestic violence will be kept confidential by the agency;
- (vi) The Chief Executive where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

18. Extended Leave

- (i) General

Extended leave for employees is provided for by Schedule 5 of the *Transport Administration Act 1988*.

- (ii) Extended Leave Entitlements

- (a) A staff member who has completed 10 years of continuous service with ITSr or as recognised in accordance with paragraph (e) of this subclause is entitled to extended leave of:
 - (1) 44 working days at full pay, or
 - (2) 88 working days at half pay, or
 - (3) 22 working days at double pay.
- (b) For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days extended leave.

- (c) Staff members who have completed at least 7 years of continuous service are entitled to access the extended leave accrual indicated in paragraph (a) of this subclause on a pro rata basis of 4.4 working days per completed year of service.
 - (d) Staff members who are employed part-time are entitled to extended leave on the same basis as that applying to a full-time employee but payment for the leave is calculated on a pro rata basis.
 - (e) Continuous service with other NSW government bodies will be recognised by ITSR in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (NSW).
 - (f) Nothing in paragraph (e) of this subclause entitles a staff member to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.
- (iii) Payment and Taking of Extended Leave
- (a) Subject to ITSR approval, extended leave may be taken:
 - (1) at a time convenient to ITSR;
 - (2) for a minimum period of one hour;
 - (3) at full pay, half pay or double pay.
 - (b) Payments will be increased to reflect any increment action a staff member becomes eligible for while absent on extended leave.
- (iv) Payment or Transfer of Extended Leave on Termination
- (a) A staff member who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
 - (b) Staff members who have at least five years' service but less than seven years' service are paid a pro-rata of the extended leave entitlement if employment is terminated:
 - (1) by ITSR for any reason other than serious and intentional misconduct;
 - (2) by the staff member in writing on account of illness, incapacity or domestic or other pressing necessity; or
 - (c) on retirement.

19. Public Holidays

The public holidays provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

20. Workplace Flexibility

- (i) ITSR is committed to providing flexibility in regard to work hours.
- (ii) Approval can be given by the Chief Executive for staff to change to part-time work hours on a permanent or temporary basis.
- (iii) Approval can be given by the Chief Executive for staff to work from home on a temporary, fixed term or regular basis. Such approval is subject to:

- (a) appropriate work is available that can be done at home efficiently without supervision and without liaison with other staff;
 - (b) the absence does not adversely affect the performance of the work group or the provision of necessary support services to others;
 - (c) the home environment or circumstances will not prevent staff from completing an amount of work equivalent to what would normally be completed in the office environment; and
 - (d) staff are available for telephone consultation and where possible available to return to the office at short notice.
- (iv) All work from home approvals shall ensure adequate consideration of, and compliance with occupational health and safety, confidentiality and security provisions.
 - (v) Where appropriate, facilities and equipment shall be provided to enable staff to work at home.
 - (vi) Approval can be given by the Chief Executive for staff to take recreation leave at half pay.
 - (vii) Approval can be given by the Chief Executive to staff member requests to purchase additional leave. The purchased leave provisions as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.
 - (viii) Approval can be given for staff to use leave without pay to phase-in their retirement.

21. Learning and Development

Learning and development, including study leave, provisions as set out clause 85, Staff Development and Training Activities and clause 86, Study Assistance of the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

22. Allowances

Allowances as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, shall apply.

23. Trade Union Activities

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Award as varied, including consultation and technological change and union deductions, shall apply.

24. Grievance and Dispute Resolution Procedure

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority, if required.
- (ii) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management or the Executive Director Corporate Services and Planning.
- (iv) This manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (v) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- (vi) The Chief Executive Officer or the Association may refer the matter to mediation.
- (vii) If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, the Association and ITSR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

25. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer, including breast feeding.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to person under 21 years of age;
 - (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

- (vi) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (vii) 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’.

26. Secure Employment - OHS

(i) Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause (i) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(ii) Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- (iii) This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

27. No Extra Claims

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

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

28. Area, Incidence and Duration

- (i) This Award shall apply to staff of ITSR employed in the classifications set out in Part B, Monetary Rates of this Award.
- (ii) This Award shall apply to the total exclusion of any other industrial instrument, except where specified in this Award.
- (iii) The Award varies all terms and conditions of employment of transferred staff so that the terms and conditions, save and except for any entitlement to travel passes, are limited to those terms and conditions of employment provided in this Award.
- (iv) The award rescinds and replaces the Crown Employees (Independent Transport Safety and Reliability Regulator) Award 2009 published 28 August 2009 (368 I.G. 1411) and shall take effect on and from 1 July 2011 and shall remain in force until 30 June 2012.

PART B

MONETARY RATES

Schedule 1 - ITSR Salaried Officers

GRADE		Rate 01.07.11
1	1st Year	40,604
1	2nd Year	42,021
1	3rd Year	43,491
1	4th Year	45,013
2	1st Year	46,591
2	2nd Year	48,222
2	3rd Year	49,907
2	4th Year	51,662
3	1st Year	53,464
3	2nd Year	55,336
3	3rd Year	57,271
3	4th Year	59,278
4	1st Year	61,355
4	2nd Year	63,499
4	3rd Year	65,724
4	4th Year	68,024
5	1st Year	70,493
5	2nd Year	72,867
5	3rd Year	75,569
5	4th Year	78,060
6	1st Year	80,792
6	2nd Year	83,622
6	3rd Year	86,543

6	4th Year	89,573
7	1st Year	92,708
7	2nd Year	95,953
7	3rd Year	99,312
7	4th Year	102,784
8	1st Year	106,386
8	2nd Year	110,109
8	3rd Year	116,995
8	4th Year	122,146
9*	1st Year	126,424
9*	2nd Year	133,214
9*	3rd Year	140,098
9*	4th Year	145,253

*Grade 9 is only applied to staff members classified in that grade as at 1 July 2008.

Schedule 2 - ITSR Senior Officers

GRADE		Rate 01.07.11
1	1st Year	136,651
1	2nd Year	147,243
2	1st Year	149,734
2	2nd Year	160,294
3	1st Year	165,657
3	2nd Year	181,842

A. F. BACKMAN J

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(061)

SERIAL C7707**CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 1837 of 2011)

Before The Honourable Mr Justice Staff

9 December 2011

VARIATION

1. Delete Items 1 to 3 from Table 4 of the award published 26 February 2010 (369 I.G. 1233) and insert in lieu thereof the following;

Item 1

Capital Cities	Per Day \$
Sydney	296.10
Adelaide	270.10
Brisbane	314.10
Canberra	278.10
Darwin	302.10
Hobart	238.10
Melbourne	286.10
Perth	289.10

High Cost Country Centres	Per Day \$
Ballarat (VIC)	240.10
Bendigo (VIC)	235.10
Broome (WA)	335.60
Bunbury (WA)	242.10
Burnie (TAS)	238.10
Cairns (QLD)	240.10
Carnarvon (WA)	264.10
Christmas Island (WA)	263.10
Dalby (QLD)	246.60
Dampier (WA)	287.60
Derby (WA)	294.60
Devonport (TAS)	241.60
Echuca (VIC)	235.60
Exmouth (WA)	307.10
Geelong (VIC)	244.10
Geraldton (WA)	259.10
Gladstone (QLD)	251.60
Gold Coast (QLD)	283.10
Halls Creek (WA)	308.10
Horn Island (QLD)	282.10
Jabiru (NT)	311.10
Kalgoorlie (WA)	282.60
Karratha (WA)	398.10
Katherine (NT)	233.60

Kununurra (WA)	295.10
Launceston (TAS)	239.60
Mackay (QLD)	266.10
Maitland (NSW)	244.60
Mount Isa (QLD)	271.60
Newcastle (NSW)	255.60
Newman (WA)	308.10
Norfolk Island	302.60
Port Headland (WA)	383.10
Thursday Island (QLD)	293.10
Port Pirie (SA)	248.10
Townsville (QLD)	247.60
Weipa (QLD)	251.10
Wilpena-Pound (SA)	257.10
Wollongong (NSW)	241.10
Wonthaggi (VIC)	235.10
Yulara (NT)	453.10

Tier 2 Country Centres	Per Day \$
Albany (WA)	224.30
Alice Springs (NT)	224.30
Ararat (VIC)	224.30
Armidale (NSW)	224.30
Bairnsdale (VIC)	224.30
Bathurst (NSW)	224.30
Bordertown (SA)	224.30
Bright (VIC)	224.30
Broken Hill (NSW)	224.30
Bundaberg (QLD)	224.30
Castlemaine (VIC)	224.30
Ceduna (SA)	224.30
Cocos (Keeling) Islands	224.30
Coffs Harbour (NSW)	224.30
Cooma (NSW)	224.30
Dubbo (NSW)	224.30
Emerald (QLD)	224.30
Esperance (WA)	224.30
Gosford (NSW)	224.30
Goulburn (NSW)	224.30
Hamilton (VIC)	224.30
Hervey Bay (QLD)	224.30
Horsham (VIC)	224.30
Innisfail (QLD)	224.30
Kadina (SA)	224.30
Kingaroy (QLD)	224.30
Mildura (VIC)	224.30
Mount Gambier (SA)	224.30
Mudgee (NSW)	224.30
Muswellbrook (NSW)	224.30
Naracoorte (SA)	224.30
Orange (NSW)	224.30
Port Augusta (SA)	224.30
Portland (VIC)	224.30
Port Lincoln (SA)	224.30

Port Macquarie (NSW)	224.30
Queanbeyan (NSW)	224.30
Renmark (SA)	224.30
Rockhampton (QLD)	224.30
Roma (QLD)	224.30
Seymour (VIC)	224.30
Swan Hill (VIC)	224.30
Tamworth (NSW)	224.30
Tennant Creek (NT)	224.30
Toowoomba (QLD)	224.30
Tumut (NSW)	224.30
Wagga Wagga (NSW)	224.30
Warrnambool (VIC)	224.30
Whyalla (SA)	224.30
Other country centres	\$204.30

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$17.30

Item 3

Meal allowances - when claiming actual expenses on overnight stays Capital cities and high cost country centres	
	\$
Breakfast	23.65
Lunch	26.55
Dinner	45.60

Tier 2 and other country centres

	\$
Breakfast	21.15
Lunch	24.20
Dinner	41.65

2. Delete Table 5 - Remote Areas - Living Allowance, and insert in lieu thereof the following:

Table 5 - Remote Areas - Living Allowance

Item 1

With Dependents	Per Annum \$
Grade A	1,806
Grade B	2,396
Grade C	3,199

Item 2

Without Dependents	Per Annum \$
Grade A	1,260
Grade B	1,679
Grade C	2,240

These rates shall take effect on and from 9 December 2011.

3. Delete Table 10, Meal Allowances (Non-Commissioned Officers) and insert in lieu thereof the following:

Table 10 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal:

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

shall be paid the appropriate meal allowance in accordance with the following table;

Breakfast	\$26.45
Lunch	\$26.45
Dinner	\$26.45
Supper	\$9.80

4. Delete paragraph 13.3.3 of clause 13. Remote Area - Living Allowances, and insert in lieu thereof the following;

13.3.3 Grade C allowances - the appropriate rate shown as Grade C in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra, Yethong and Lord Howe Island.

5. This variation shall take effect on and from 1 July 2011.

C.G. STAFF J

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CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES FULL BENCH

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

(No. IRC 1217 of 2010)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
Commissioner Tabbaa

15 December 2011

VARIATION

1. Delete clause 10, Appointments of the award published 31 October 2008 (366 I.G. 887), and insert in lieu thereof the following:

10. Appointments

- 10.1 Provisions relating to the appointment of employees shall be as set out below in subclauses 10.2 to 10.6 of this clause.

- 10.2 School Administrative Manager Positions

- 10.2.1 Where, in accordance with paragraph 4.1.1 of clause 4, Classifications, the level of a School Administrative Manager position is increased due to increased student enrolments, the incumbent, if permanent, may be directly appointed to the position on the recommendation of the principal and approval by the Director Staffing Services or a delegated officer.

- 10.2.2 Where, in accordance with the said paragraph 4.1.1, the level of a School Administrative Manager position is reduced due to decreased student enrolments in a school:

- (i) the level of the position shall be placed on review from the commencement of Term 2 to the completion of Term 1 the following school year;
 - (ii) the current rate of pay and level of the incumbent of that position shall continue for the period of review. The incumbent may apply for appointment to another school during the review period;
 - (iii) should student enrolments not increase in the school on the conclusion of the review period, the incumbent of the position may:
 - (a) be directly appointed to the nearest suitable vacancy of an equal level;
 - (b) request retention in the current position at the lower level; or
 - (c) apply for appointment to a School Administrative Officer position. Such applications will be given priority over School Administrative Officer transfer applications.

- 10.2.3 Where the processes in 10.2.1 or 10.2.2 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Managers shall be considered.

10.2.4 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department. All permanent employees, whether full-time or part-time, are eligible to apply.

10.2.5 Where the selection panel does not recommend an appointment following internal advertisement, the position may be advertised in the press.

10.3 School Administrative Officer Positions

10.3.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Administrative Officer positions the incumbents of the positions will be given priority for transfer to a School Administrative Officer position.

10.3.2 Where the processes in 10.2.2 (iii) (c) and 10.3.1 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Officers shall be considered.

10.3.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.2.2 (iii) (c), 10.3.1 and 10.3.2.

10.3.4 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2 and 10.3.3 do not result in an appointment, applications for transfer from permanent School Administrative Officers shall be considered.

10.3.5 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2, 10.3.3 and 10.3.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.4 School Support Officer Positions

10.4.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Support Officer positions the incumbents of the positions will be given priority for transfer to a School Support Officer position.

10.4.2 Where the process in 10.4.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Support Officer shall be considered.

10.4.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.4.1 and 10.4.2.

10.4.4 Where the processes in 10.4.1, 10.4.2 and 10.4.3 do not result in an appointment, applications for transfer from permanent School Support Officers shall be considered.

10.4.5 Where the processes in 10.4.1, 10.4.2, 10.4.3 and 10.4.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.5 School Learning Support Officer Positions

10.5.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Learning Support Officer positions the incumbents of the positions will be given priority for transfer to a School Learning Support Officer position.

10.5.2 Where the process in 10.5.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Learning Support Officers shall be considered.

- 10.5.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.5.1 and 10.5.2.
- 10.5.4 Where the processes in 10.5.1, 10.5.2 and 10.5.3 do not result in an appointment, applications for transfer from permanent School Learning Support Officer shall be considered.
- 10.5.5 Where the processes in 10.5.1, 10.5.2, 10.5.3 and 10.5.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.
- 10.6 Aboriginal Education Officer Positions
- 10.6.1 Where a decrease in student enrolments reduces the formula allocation for permanent Aboriginal Education Officer positions the incumbents of the positions will be given priority for transfer to an Aboriginal Education Officer position.
- 10.6.2 Where the process at 10.6.1 does not result in an appointment, transfer applications on compassionate grounds from permanent Aboriginal Education Officer shall be considered.
- 10.6.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011- Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.6.1 and 10.6.2.
- 10.6.4 Where the processes in 10.6.1, 10.6.2 and 10.6.3 do not result in an appointment, applications for transfer from permanent Aboriginal Education Officers shall be considered.
- 10.6.5 Where the processes in 10.6.1, 10.6.2, 10.6.3 and 10.6.4 do not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department and the press.
2. This variation shall take effect on and from 15 December 2011.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
I. TABBAA, Commissioner.

CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 126 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

REVIEWED AWARD

PART A

1. Arrangement

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

PART A

- | | |
|------|--|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Anti-Discrimination |
| 4. | Classifications |
| 5. | Rates of Pay |
| 6. | Increments |
| 7. | Hours |
| 8. | Meal Breaks |
| 8A. | Lactation Breaks |
| 9. | Allowances |
| 10. | Appointments |
| 11. | Training and Development |
| 12. | Higher Duties Allowance |
| 13. | Performance Management |
| 14. | Flexible Work Organisation |
| 15. | Dispute and Grievance Resolution Procedures |
| 16. | Leave |
| 16A. | Leave for Matters Arising from Domestic Violence |
| 17. | Travelling Compensation |
| 18. | Overtime |
| 19. | Transferred Employees' Compensation |
| 20. | Deduction of Association Membership Fees |
| 21. | No Further Claims and No Industrial Action |
| 22. | Secure Employment |
| 23. | Short Term Temporary Employee Entitlements |
| 24. | Area, Incidence and Duration |

PART B

- Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officer) - Rates of Pay
- Schedule 2 - Aboriginal Education Officer - Rates of Pay
- Schedule 3 - School Administrative and Support Staff - Allowances

2. Definitions

- 2.1 "Aboriginal Education Officer" means a classification of School Administrative and Support Staff for whom the requirement of Aboriginality is a legitimate occupational qualification under section 14(d) of the *Anti-Discrimination Act 1977*.
- 2.2 "Act" means the *Education (School Administrative and Support Staff) Act 1987*.
- 2.3 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 "Centre" means a Departmental centre which provides instruction to students, such as a distance education centre, environmental education centre or intensive English centre.
- 2.5 "Continuous employment" means employment for a specific number of hours per week for each week of the school year, which may be broken by school vacations and any approved leave which counts as service.
- 2.6 "Department" means the New South Wales Department of Education and Communities.
- 2.7 "Director-General" means the Director-General of Education and Communities.
- 2.8 "Employee" means any person employed as a member of the School Administrative and Support Staff.
- 2.9 "Equivalent full-time" means the number of full-time and part-time employees allocated to a school converted to a full-time equivalent.
- 2.10 "Full-time employee" means any person employed as a member of the School Administrative and Support Staff who works 31.25 hours per week or, in the case of a former Library Clerical Assistant covered by the 1988 agreement, 36.25 hours per week.
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.12 "Long-term temporary employee" means a member of the School Administrative and Support Staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period in excess of one school term.
- 2.13 "Part-time employee" means any person employed as a member of the School Administrative and Support Staff who works less than 31.25 hours per week.
- 2.14 "Permanent employee" means a member of the School Administrative and Support Staff employed on a permanent basis by the Director-General in the service of the Crown under section 8 of the Act.
- 2.15 "Principal" means the principal of a Department school.
- 2.16 "School" means a Department school where instruction is provided by the Department and includes any place designated as part of, or as an annex to, such school.
- 2.17 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, School Support Officers, School Administrative Officers, School Administrative Managers, School Learning Support Officers, School Learning Support Officers (Braille Transcriber), School Learning Support Officers (Sign Interpreter), School Learning Support Officers (Ethnic) and School Learning Support Officers (Pre-School).
- 2.18 "School day" means any weekday during school terms, as specified by the Director-General.
- 2.19 "School for specific purposes" means a school which is classified as such by the Director-General and is established under the *Education Act 1990* to provide education for students with disabilities.

- 2.20 "Service" means service as determined by the Director-General.
- 2.21 "Short-term temporary employee" means a member of the School Administrative and Support Staff employed by the Director-General on a temporary basis, either full-time or part-time, under section 21 of the Act, for a period of one school term or less.
- 2.22 "Western, Central and Eastern Divisions" means those areas of New South Wales as described in Section 4 of the *Crown Lands Act 1989*.
- 2.23 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

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 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.5 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

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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."

4. Classifications

- 4.1 The classifications of School Administrative and Support Staff are as follows:
- 4.1.1 School Administrative Manager (formerly senior school assistant)

- (i) The classification of School Administrative Manager is comprised of four levels;
- (ii) The level of a School Administrative Manager position is determined as follows:

Level	No. of equivalent full-time School Administrative Manager, School Administrative Officers and School Support Officers allocated to the school by staffing formula
Level 1	Less than 1.4
Level 2	1.4 - less than 1.8
Level 3	1.8 - less than 10
Level 4	10 or more

- (iii) The level for a School Administrative Manager in a school for specific purposes is determined as follows:
- (a) A notional number of students is determined by multiplying the number of effective full-time teaching staff to which a school for specific purposes is entitled by 30.
- (b) The notional number of students is then applied to the primary school allocation formula to determine a notional number of School Administrative Managers, School Administrative Officers and School Support Officers and thus which level of School Administrative Manager is to apply.

4.1.2 School Administrative Officer (formerly school assistant)

4.1.3 School Support Officer

4.1.4 Aboriginal Education Officer (formerly Aboriginal education assistant)

4.1.5 School Learning Support Officer (formerly Teachers aide (special))

4.1.6 School Learning Support Officer (Braille Transcriber) (formerly Teachers aide (Braille Transcriber))

4.1.7 School Learning Support Officer (Sign Interpreter) (formerly Teachers aide (Sign Interpreter))

4.1.8 School Learning Support Officer (Ethnic) (formerly Teachers aide (Ethnic))

4.1.9 School Learning Support Officer (Pre-School) (formerly Teachers aide (pre-school))

5. Rates of Pay

- 5.1 The rates of pay that apply to classifications of School Administrative and Support Staff other than Aboriginal Education Officers are set out in Schedule 1 of Part B.
- 5.2 The rates of pay that apply to Aboriginal Education Officers are set out in Schedule 2 of Part B.
- 5.3 The rates of pay for School Administrative Managers, School Administrative Officers, School Support Officers and Aboriginal Education Officers are equivalent to administrative and clerical classifications on a pro rata basis as follows:
- 5.3.1 School Support Officer is equivalent to general scale clerk, year 5
- 5.3.2 School Administrative Officer is equivalent to general scale clerk, year 9
- 5.3.3 School Administrative Manager level 1 is equivalent to clerk grade 2, year 1

- 5.3.4 School Administrative Manager level 2 is equivalent to clerk grade 2, year 2
- 5.3.5 School Administrative Manager level 3 is equivalent to clerk grade 3, year 1
- 5.3.6 School Administrative Manager level 4 is equivalent to clerk grade 3, year 2.
- 5.3.7 Aboriginal Education Officer is equivalent to clerk grade 1/2
- 5.4 During the term of this award, the rates of pay as set out in Schedules 1 and 2 will be adjusted to reflect increases in any equivalent classifications under the Crown Employees (Public Sector - Salaries 2008) Award and any successor instrument to that award.
- 5.5 The hourly rates of pay for permanent employees set out in Schedule 1 and Schedule 2 of Part B provide for 26 equal pays over the period of a year as follows:

Hourly rate	x	weekly hours of work	x	52.17857
		26		

- 5.6 A permanent employee's extended leave will be paid at the hourly rate of pay specified in Schedule 1 and Schedule 2 of Part B, multiplied by 1.058.
- 5.7 A long-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.058.
- 5.8 A short-term temporary employee's hourly rate of pay is determined by multiplying the hourly rate of pay of a permanent employee by 1.15. This loaded hourly rate of pay incorporates a payment in lieu of a recreation leave entitlement.
- 5.9 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

6. Increments

- 6.1 The payment of increments, where applicable, under the rates of pay prescribed in Schedule 1 and Schedule 2 of Part B shall be subject to approval by the Director-General's delegate.
- 6.2 Subject to satisfactory performance, permanent and temporary School Learning Support Officers, School Learning Support Officers (Braille Transcriber), (Ethnic), (Sign Interpreter) (Pre-School) and Aboriginal Education Officers (subject to transitional arrangements prescribed in clause 6.3) may progress along the relevant incremental rate of pay scale as follows:
- 6.2.1 Permanent adult employees, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 6.2.2 Temporary adult employees continuously employed, irrespective of the number of hours worked in a week, are eligible to receive an increment at the completion of each year of continuous employment.
- 6.2.3 Permanent and temporary junior employees commence on junior rates and progress to the next increment on completion of 12 months' service or at age 20.
- 6.3 Aboriginal Education Officers

As of 27 January 2010 Aboriginal Education Officers covered by this award shall be transferred to the grading and step of the new classification structure as set out in the scale below:

Current step on salary scale before 27.01.10	Step on new salary scale from 27.01.2010
Year 1 and Juniors	Year 1
Year 2	Year 1
Year 3	Year 1
Year 4	Year 1
Year 5	Year 2
Year 6	Year 3

7. Hours

- 7.1 The normal hours of work for full-time employees shall not exceed 31 hours 15 minutes per week between 8.00 am and 4.30 pm on school days, provided that:
- 7.1.1 full-time School Administrative Managers shall work 33 hours 20 minutes per week;
- 7.1.2 former Library Clerical Assistants covered by the 1988 agreement may continue to work 36.25 hours per week.
- 7.2 Starting and finishing times of employees shall be as determined by the principal in agreement with an employee or employees to suit the needs of the school.
- 7.3 Normal hours of work shall be structured to avoid broken periods of duty, i.e. there shall be no split shifts.
- 7.4 The actual hours worked by an employee in any week may, by agreement between the principal and the employee, be averaged over periods of up to 10 weeks between the hours of 7.30 am and 6.00 pm; provided that the total hours worked in a 10 week period are:
- 7.4.1 312 hours 30 minutes for full-time employees working 31 hours 15 minutes per week; or
- 7.4.2 333 hours 20 minutes for full-time employees working 33 hours 20 minutes per week; or
- 7.4.3 362 hours 30 minutes for full-time employees working 36 hours 15 minutes per week.

The pattern of hours worked by an employee under such an arrangement must be approved by the principal taking into account the needs of the school.

8. Meal Breaks

- 8.1 Employees who work not less than four hours per day shall be entitled to an unpaid lunch break of not less than 30 minutes each day.
- 8.2 Employees who work more than two hours from the commencement of the school day shall be entitled to a paid morning tea break of 10 minutes each day.
- 8.3 To meet the needs of the school, the principal may vary the time at which the lunch and morning tea breaks are taken and may stagger lunch breaks.

8A. Lactation Breaks

- 8A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 8A.2 A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 8A.3 A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

- 8A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their supervisor provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for a flexibility, a supervisor needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 8A.5 The Department shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 8A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the supervisor and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 8A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 8A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 16.9 Sick Leave of this award or, where applicable, through the operation of the provisions of subclause 7.4 of this award.

9. Allowances

9.1 First-aid Allowance

- 9.1.1 A first-aid allowance as set out in Item 1 of Schedule 3 of Part B is payable to approved employees holding a current St John Ambulance First-aid Certificate or its equivalent for undertaking first-aid duties.

9.2 Administration of Prescribed Medications Allowance

- 9.2.1 An administration of prescribed medications allowance as set out in Item 2 of Schedule 3 of Part B is payable to approved employees who have agreed to administer prescribed medications and have completed appropriate training. The allowance is paid only on days worked.

9.3 Health Care Procedures Allowance

- 9.3.1 A health care procedures allowance as set out in Item 3 of Schedule 3 of Part B is payable to approved School Learning Support Officers who have agreed to perform health care procedures in accordance with agreed Department and Association guidelines and who have completed appropriate training. The allowance is paid only on days worked.

10. Appointments

- 10.1 Provisions relating to the appointment of employees shall be as set out below in subclauses 10.2 to 10.6 of this clause.

10.2 School Administrative Manager Positions

- 10.2.1 Where, in accordance with paragraph 4.1.1 of clause 4, Classifications, the level of a School Administrative Manager position is increased due to increased student enrolments, the incumbent, if permanent, may be directly appointed to the position on the recommendation of the principal and approval by the Director Staffing Services or a delegated officer.

- 10.2.2 Where, in accordance with the said paragraph 4.1.1, the level of a School Administrative Manager position is reduced due to decreased student enrolments in a school:

- (i) the level of the position shall be placed on review from the commencement of Term 2 to the completion of Term 1 the following school year;
- (ii) the current rate of pay and level of the incumbent of that position shall continue for the period of review. The incumbent may apply for appointment to another school during the review period;
- (iii) should student enrolments not increase in the school on the conclusion of the review period, the incumbent of the position may:
 - (a) be directly appointed to the nearest suitable vacancy of an equal level;
 - (b) request retention in the current position at the lower level; or
 - (c) apply for appointment to a School Administrative Officer position. Such applications will be given priority over School Administrative Officer transfer applications.

10.2.3 Where the processes in 10.2.1 or 10.2.2 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Managers shall be considered.

10.2.4 Where the transfer process does not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department. All permanent employees, whether full-time or part-time, are eligible to apply.

10.2.5 Where the selection panel does not recommend an appointment following internal advertisement, the position may be advertised in the press.

10.3 School Administrative Officer Positions

10.3.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Administrative Officer positions the incumbents of the positions will be given priority for transfer to a School Administrative Officer position.

10.3.2 Where the processes in 10.2.2 (iii) (c) and 10.3.1 do not result in an appointment, transfer applications on compassionate grounds from permanent School Administrative Officers shall be considered.

10.3.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.2.2 (iii) (c), 10.3.1 and 10.3.2.

10.3.4 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2 and 10.3.3 do not result in an appointment, applications for transfer from permanent School Administrative Officers shall be considered.

10.3.5 Where the processes in 10.2.2 (iii) (c), 10.3.1, 10.3.2, 10.3.3 and 10.3.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.4 School Support Officer Positions

10.4.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Support Officer positions the incumbents of the positions will be given priority for transfer to a School Support Officer position.

10.4.2 Where the process in 10.4.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Support Officer shall be considered.

10.4.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.4.1 and 10.4.2.

10.4.4 Where the processes in 10.4.1, 10.4.2 and 10.4.3 do not result in an appointment, applications for transfer from permanent School Support Officers shall be considered.

10.4.5 Where the processes in 10.4.1, 10.4.2, 10.4.3 and 10.4.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.5 School Learning Support Officer Positions

10.5.1 Where a decrease in student enrolments reduces the formula allocation for permanent School Learning Support Officer positions the incumbents of the positions will be given priority for transfer to a School Learning Support Officer position.

10.5.2 Where the process in 10.5.1 does not result in an appointment, transfer applications on compassionate grounds from permanent School Learning Support Officers shall be considered.

10.5.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011 Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.5.1 and 10.5.2.

10.5.4 Where the processes in 10.5.1, 10.5.2 and 10.5.3 do not result in an appointment, applications for transfer from permanent School Learning Support Officer shall be considered.

10.5.5 Where the processes in 10.5.1, 10.5.2, 10.5.3 and 10.5.4 do not result in an appointment, the position shall be filled by merit selection following press advertisement.

10.6 Aboriginal Education Officer Positions

10.6.1 Where a decrease in student enrolments reduces the formula allocation for permanent Aboriginal Education Officer positions the incumbents of the positions will be given priority for transfer to an Aboriginal Education Officer position.

10.6.2 Where the process at 10.6.1 does not result in an appointment, transfer applications on compassionate grounds from permanent Aboriginal Education Officer shall be considered.

10.6.3 Long term temporary staff members who express interest in permanent employment and meet the criteria described in Determination 1 of 2011- Long Term Temporary School Administrative and Support Staff Staffing Procedures shall be appointed but only following priority consideration being given to any existing permanent staff in accordance with sub clause 10.6.1 and 10.6.2.

10.6.4 Where the processes in 10.6.1, 10.6.2 and 10.6.3 do not result in an appointment, applications for transfer from permanent Aboriginal Education Officers shall be considered.

10.6.5 Where the processes in 10.6.1, 10.6.2, 10.6.3 and 10.6.4 do not result in an appointment, the position shall be filled by merit selection following internal advertisement within the Department and the press.

11. Training and Development

11.1 The Department and the Association confirm a commitment to training and development for all employees. Employees recognise their obligation to maintain and update their skills. The Department recognises its obligation to provide employees with opportunities to maintain and update their skills.

- 11.2 Employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 11.3 Training and development will be based on:
- 11.3.1 identified competencies in accordance with the NSW Public Sector Capability Framework;
 - 11.3.2 a focus on both current and future job needs and career path planning; and
 - 11.3.3 recognition of each person's prior learning and building on this through the acquisition of new competencies.
- 11.4 Employees attending approved training and development activities during the hours of 7.30 am to 6.00 pm on a school day shall be regarded as being on duty.
- 11.5 Approved training and development activities shall be conducted, wherever possible, during the hours of 7.30 am to 6.00 pm on a school day. When employees attend departmentally approved training activities conducted outside these hours, they are eligible to be paid overtime in accordance with provisions contained in clause 18, Overtime.
- 11.6 Employees shall be entitled to reimbursement of any actual necessary expenses regarding travel, meals and accommodation incurred in attending training and development activities.

12. Higher Duties Allowance

- 12.1 A permanent or long-term temporary employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:
- 12.1.1 satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the employee appointed to that position; and
 - 12.1.2 the allowance paid will be the difference between the present rate of pay of the employee and the rate of pay to which they would have been entitled if appointed to that position; or
 - 12.1.3 where the employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the principal as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 12.2 Employees who have relieved continuously for 12 calendar months or more, inclusive of school vacation periods, in the same higher-graded position are eligible for the payment of higher duties allowance for any leave which is taken during the ongoing period of relief.

13. Performance Management

- 13.1 The objective of performance management is to enhance the performance of the Department and to support the career development and aspirations of employees. All employees need to understand the role, accountabilities and performance standards that are expected of them. All employees are entitled to feedback and constructive support to improve performance.

14. Flexible Work Organisation

- 14.1 The Department and the Association agree to facilitate flexible work organisation in schools as follows:
- 14.1.1 The principal or employees in a school or other workplace may seek to vary its organisation in order to improve service to students and/or to improve employees' working arrangements, provided that:

- (i) the proposal can be implemented within the school's current overall staffing entitlement;
- (ii) the proposal has the concurrence of the principal (or other responsible officer) and the majority of the employees;
- (iii) the majority of the employees directly affected by the proposal concur;
- (iv) consultation with staff, parents, students and relevant community groups is undertaken where appropriate; and
- (v) consideration is given to equity and gender and family issues involved in the proposal.

15. Dispute and Grievance Resolution Procedures

15.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:

15.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.

15.1.2 The principal/supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

15.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.

15.1.4 Where the procedures in paragraph 15.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Director of Industrial Relations of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

15.1.5 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

16. Leave

16.1 Adoption, Maternity and Parental Leave

16.1.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

- (i) For a period up to 9 weeks prior to the expected date of birth; and
- (ii) For a further period of up to 12 months after the actual date of birth.
- (iii) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

16.1.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:

- (i) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

- (ii) For such period, not exceeding 12 months on a full-time basis, as the Director-General may determine, if the child has commenced school at the date of the taking of custody.
 - (iii) An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave or family and community service leave, or organised through hours averaging provisions if applicable.
- 16.1.3 Parental leave shall apply to male and female staff to look after his/her child or children where maternity or adoption leave does not apply. Parental leave applies for a period not exceeding 12 months. Parental leave may commence at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children or at any time up to 2 years from that date.
- 16.1.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, an employee entitled to parental leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
 - (i) Applied for maternity, adoption or parental leave within the time and in the manner determined set out in paragraph 16.1.9 of this clause; and
 - (ii) Prior to the commencement of maternity, adoption or parental leave, completed not less than 40 weeks' continuous service.
 - (iii) Payment for the maternity, adoption or parental leave may be made as follows:
 - (a) in advance as a lump sum; or
 - (b) fortnightly as normal; or
 - (c) fortnightly at half pay; or
 - (d) a combination of full-pay and half pay.
- 16.1.5 Payment for maternity, adoption or parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start leave is paid:
 - (i) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or parental leave;
 - (ii) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (iii) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 16.1.6 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - (i) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (ii) 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
 - (iii) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 16.1.7 Except as provided in paragraphs 16.1.4, 16.1.5 and 16.1.6 of this clause, maternity, adoption or parental leave shall be granted without pay.
- 16.1.8 Right to request
- (i) An employee who has been granted maternity, adoption or parental leave in accordance with paragraphs 16.1.1, 16.1.2 or 16.1.3 may make a request to the Director-General to:
 - (a) extend the period of simultaneous unpaid leave use up to a maximum of eight weeks in cases where partners wish to take maternity/adoption leave and parental leave;
 - (b) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (c) return from a period of full time maternity, adoption or parental leave on a part time basis until the child reaches school age (Note: returning to work from maternity, adoption or parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the employee in reconciling work and parental responsibilities.
 - (ii) The Director-General 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 Director-General's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.1.9 Notification Requirements
- (i) When the Director-General is made aware that an employee or their spouse is pregnant or adopting a child the Director-General must inform the employee of their entitlements and their obligations under the Award.
 - (ii) An employee who wishes to take maternity, adoption or parental leave must notify the Director-General in writing at least 8 weeks (or as soon as practicable) before the expected commencement of maternity, adoption or parental leave:
 - (a) that she/he intends to take maternity, adoption or parental leave, and
 - (b) the expected date of birth or the expected date of placement, and
 - (c) if she/he is likely to make a request under paragraph 16.1.8.
 - (iii) At least 4 weeks before an employee's expected date of commencing maternity, adoption or parental leave they must advise:
 - (a) the date on which the maternity, adoption or parental leave is intended to start, and
 - (b) the period of leave to be taken.

- (iv) Employee's request and the Director-General's decision to be in writing.

The employee's request and the Director-General's decision made under 16.1.9(i) and 16.1.9(ii) must be recorded in writing.
 - (v) An employee intending to request to return from maternity, adoption or parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Director-General in writing as soon as practicable and preferably before beginning maternity, adoption or parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Director-General agrees.
 - (vi) An employee on maternity leave is to notify the Director-General of the date on which she gave birth as soon as she can conveniently do so.
 - (vii) An employee must notify the Director-General as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (viii) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Director-General and any number of times with the consent of the Director-General. In each case she/he must give the Director-General at least 14 days notice of the change unless the Director-General decides otherwise.
- 16.1.10 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with paragraph 16.1.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 16.1.11 If the position occupied by the employee immediately prior to the taking of maternity, adoption or parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 16.1.12 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Director-General) must be given.
- 16.1.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 16.1.14 An employee may elect to take available recreation leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.
- 16.1.15 An employee may elect to take available recreation leave at half pay in conjunction with maternity, adoption or parental leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or parental leave
 - (ii) the total period of maternity, adoption or parental leave, is not extended by the taking of recreation leave at half pay

- (iii) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 16.1.16 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Director-General should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 16.1.17 If such adjustments cannot reasonably be made, the Director-General must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born, whichever is the earlier.
- 16.1.18 Communication during maternity, adoption or parental leave
- (i) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the Director-General shall take reasonable steps to:
 - (a) 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; and
 - (b) 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.
 - (ii) The employee shall take reasonable steps to inform the Director-General 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.
 - (iii) The employee shall also notify the Director-General of changes of address or other contact details which might affect the Director-General's capacity to comply with subparagraph 16.1.18(i).

16.2 Annual Leave Loading

- 16.2.1 A permanent or long-term temporary employee is entitled to payment of an annual leave loading of 17½ per cent on the monetary value of up to four weeks' recreation leave accrued in a leave year, subject to the provisions set out in paragraphs 16.2.2 to 16.2.4 of this subclause.
- 16.2.2 Where additional leave is accrued by a permanent or long-term temporary employee stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of four weeks' leave.
- 16.2.3 For the calculation of the annual leave loading, the leave year shall commence at the beginning of term one each year and shall end at the end of term four.
- 16.2.4 Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year. Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

16.3 Extended Leave

- 16.3.1 A permanent or long-term employee shall be entitled to extended leave of 44 working days on full pay after completing 10 years of service and a further 11 working days for each completed year of service after 10 years.
- 16.3.2 Payment for extended leave for permanent employees is calculated using the hourly rates designated in Schedule 1 multiplied by a factor of 1.058.
- 16.3.3 Part-time permanent and long-term temporary employees shall receive a pro rata proportion of the full-time entitlement.
- 16.3.4 Permanent and long term temporary employees with 7 years or more service are entitled to take (or be paid out on resignation) extended leave. The amount of leave available is that which would have applied if pro rata leave was granted.
- 16.3.5 Public holidays that fall whilst a permanent or long term temporary employee is on a period of extended leave are paid and not debited from an employee's leave entitlement.
- 16.3.6 Permanent and long term temporary employees with an entitlement to extended leave may elect to take leave at double pay.

16.4 Family and Community Service Leave

- 16.4.1 The Director-General shall grant to a permanent or long term temporary employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 16.4.2 of this clause. The Director-general may also grant leave for the purposes in subclause 16.4.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of appropriate leave.
- 16.4.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (ii) 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;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) 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.

16.4.3 Family and community service leave may also be granted for:

- (i) 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

- (ii) 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.

16.4.4 Family and community service leave shall accrue as follows:

1. two and a half days in the staff members first year of service;
2. two and a half days in the staff members second year of service; and
3. one day per year thereafter.

16.4.5 If available family and community service leave is exhausted as a result of natural disasters, the Director-General shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in paragraph 16.7.3 of this clause, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to a permanent or long-term temporary employee

16.4.6 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with subclause 16.7 of this clause shall be granted when paid family and community service leave has been exhausted or is unavailable.

16.5 Leave Without Pay

16.5.1 The Director-General may grant leave without pay to a permanent or long-term temporary employee if good and sufficient reason is shown.

16.5.2 Leave without pay may be granted on a full-time or a part-time basis.

16.5.3 For leave up to and including a period of 12 months, a permanent employee has a right of return to the same school at their same classification. For periods in excess of 12 months and up to and including three years, a permanent employee has a right of return to the nearest suitable vacancy to their previous school.

16.5.4 Leave without pay may be granted to long-term temporary employees, provided it does not extend beyond the end of the school year in which it is taken.

16.5.5 Where a permanent or long-term temporary employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.

16.5.6 Where a permanent or long-term temporary employee is granted leave without pay which, when aggregated, does not exceed five working days in a period of 12 months, such leave shall count as service for incremental progression and accrual of recreation leave.

16.5.7 A permanent or long-term temporary employee who has been granted leave without pay shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Director-General.

16.5.8 A permanent or long-term temporary employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

16.5.9 A permanent appointment may be made to the employee's position if:

- (i) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and

- (ii) the employee is advised of the Director-General's proposal to permanently backfill their position; and
- (iii) the employee is given a reasonable opportunity to end the leave without pay and return to their position; and
- (iv) the Director-General advised the employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.

16.5.10 The position cannot be filled permanently unless the above criteria are satisfied.

16.5.11 The employee does not cease to be employed by the Director-General if their position is permanently backfilled.

16.5.12 Paragraph 16.5.9 of this subclause does not apply to full time unpaid parental leave granted in accordance with subclause 16.1 Adoption, Maternity and Parental Leave or to military leave.

16.6 Military Leave

16.6.1 During the period of 12 months commencing on 1 July each year, the Director-General may grant to a permanent or long-term temporary employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the employee's unit.

16.6.2 Up to 24 working days' military leave per financial year may be granted by the Director-General to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in paragraph 16.7.1 of this subclause.

16.6.3 At the expiration of military leave, the employee shall furnish to the principal a certificate of attendance signed by the commanding officer or other responsible officer.

16.7 Personal Carers Leave

Use of Sick Leave to Care for a Family Member

Where family and community service leave provided for in subclause 16.4 of this clause is exhausted or unavailable, a permanent or long-term temporary employee with responsibilities in relation to a category of person set out in paragraph 16.7.3 of this subclause who needs the employee's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

16.7.1 The sick leave shall initially be taken from the sick leave accumulated over the previous three years. In special circumstances, the Director-General may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

16.7.2 If required by the Director-General to establish the illness of the person concerned, the employee must provide evidence consistent with paragraph 16.10.1 of this clause.

16.8 Recreation Leave

16.8.1 Full-time permanent and long-term temporary employees accrue 20 days' recreation leave per year. Full-time permanent and long-term temporary employees in the central and western divisions of New South Wales accrue 25 days' recreation leave per year.

16.8.2 Part-time permanent and long-term temporary employees receive a pro rata proportion of the full-time entitlement.

16.8.3 Recreation leave for permanent or long-term temporary employees is paid during the initial four weeks (five weeks central and western divisions) of the summer school holidays (excluding public holidays).

16.9 Sick Leave

16.9.1 If the Director-General is satisfied that a permanent or long-term temporary employee is unable to perform duty because of the employee's illness or the illness of a member of their family, the Director-General:

- (i) shall grant to the employee sick leave on full pay; and
- (ii) may grant to the employee sick leave without pay if the absence exceeds the entitlement of the employee under this award to sick leave on full pay.

16.9.2 Payment for sick leave is subject to the employee:

- (i) informing their principal as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the employee's starting time as possible; and
- (ii) providing evidence of illness as soon as practicable if required by subclause 16.10 of this clause.

16.9.3 The Director-General may direct an employee to participate in a return to work program if the employee has been absent on a long period of sick leave.

16.9.4 Entitlements. An employee appointed from the date of the commencement of this award variation will immediately commence accruing sick leave in accordance with this clause. Employees at the time of this award variation will accrue sick leave in accordance with this clause from the beginning of the 2011 school year.

- (i) At the commencement of employment with the Department, a full time employee is granted an accrual of five days sick leave.
- (ii) After the first four months of employment, the employee shall accrue sick leave at the rate of ten working days per year for the balance of the first year of service.
- (iii) After the first year of service, the employee shall accrue sick leave day to day at the rate of 15 working days per year of service.
- (iv) All continuous service as a permanent or long-term temporary employee shall be taken into account for the purpose of calculating sick leave due. Where the service is not continuous, previous periods of service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
- (v) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave.
- (vi) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.

16.9.5 Paid sick leave which may be granted to a permanent and long-term temporary employee in the first three months of service shall be limited to five days' paid sick leave, unless the Director-General approves otherwise. Paid sick leave in excess of five days granted in the first three months of service shall be supported by a satisfactory medical certificate.

16.9.6 No paid sick leave shall be granted to short-term temporary employees.

16.10 Sick Leave - Requirements for Medical Certificate

- 16.10.1 A permanent or long-term temporary employee absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to the Director-General in respect of the absence.
- 16.10.2 In addition to the requirements under sub-clause 16.9.2, an employee may absent themselves for a total of five working days due to illness without the provision of evidence of illness to the Director-General. Employees who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness to the Director-General for each occasion absent for the balance of the calendar year.
- 16.10.3 As a general practice, backdated medical certificates will not be accepted. However, if an employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Director-General is satisfied that the reason for the absence is genuine.
- 16.10.4 If an employee is required to provide evidence of illness for an absence of two consecutive working days or less, the Director-General will advise them in advance.
- 16.10.5 If the Director-General is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the employee, the evidence provided and the employee's application for leave can be referred to HealthQuest or its successor for advice.
- (i) The type of leave granted to the employee will be determined by the Director-General based on the advice of HealthQuest' or its successor.
 - (ii) If sick leave is not granted, the Director-General will, as far as practicable, take into account the wishes of the employee when determining the type of leave granted.
- 16.10.6 The granting of paid sick leave shall be subject to the employee providing evidence which indicates the nature of the illness or injury and the estimated duration of the absence. If an employee is concerned about disclosing the nature of the illness to their principal they may elect to have the application for sick leave dealt with confidentially by an alternate supervisor or the human resources section of the Department.
- 16.10.7 The reference in this subclause to evidence of illness shall apply, as appropriate:
- (i) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Director-General's discretion, another registered health services provider; or
 - (ii) where the absence exceeds one week and, unless the health provider listed in (i) above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner; or
 - (iii) at the Director-General's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 16.10.8 If a permanent or long-term temporary employee who is absent on recreation or extended leave furnishes to the Director-General a satisfactory medical certificate in respect of an illness which occurred during the leave, the Director-General may grant sick leave to the employee if the period set out in the medical certificate is five working days or more.

16.10.9 Paragraph 16.10.7 of this subclause applies to all permanent or long-term temporary employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

16.11 Sick Leave - Workers Compensation

16.11.1 Pending the determination of an employee's workers compensation claim and on production of an acceptable medical certificate, the Director-General shall grant sick leave on full pay for which the employee is eligible, followed, if necessary, by sick leave without pay or, at the employee's election, by accrued recreation leave or extended leave.

16.11.2 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the employee pending acceptance of the claim shall be restored to the credit of the employee.

16.11.3 A permanent or long-term temporary employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the employee.

16.11.4 Before approving the use of sick leave in this subclause, the Department must be satisfied that the staff member is complying with the obligations imposed by the *Workplace Injury Management and Workers Compensation Act 1998* which requires that the staff member must:

- (i) participate and cooperate in the establishment of the required injury management plan for the staff member;
- (ii) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
- (iii) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
- (iv) authorise the nominated treating doctor to provide relevant information to the insurer or the Department for the purposes of the injury management plan; and
- (v) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.

16.11.5 If an employee notifies the Director-General that he or she does not intend to make a claim for any such compensation, the Director-General shall consider the reasons for the employee's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

16.11.6 A permanent or long-term temporary employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If an employee refuses to submit to a medical examination without an acceptable reason, the employee shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the employee is not fit to resume employment.

16.11.7 If the Director-General provides the permanent or long-term temporary employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and, without good reason, the employee

fails, to resume or perform such duties, the employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.

- 16.11.8 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.

16.12 Sick Leave - other than Workers Compensation

- 16.12.1 If the circumstances of any injury to or illness of a permanent or long-term temporary employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the employee on completion of an acceptable undertaking that:

- (i) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Department to the employee; and
- (ii) in the event that the employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the employee will repay to the Department the monetary value of any such period of sick leave.

- 16.12.2 Sick leave on full pay shall not be granted to a permanent or long-term temporary employee who refuses or fails to complete an undertaking, except in cases where the Director-General is satisfied that the refusal or failure is unavoidable.

- 16.12.3 On repayment to the Department of the monetary value of sick leave granted to the employee, sick leave equivalent to that repayment and calculated at the employee's ordinary rate of pay shall be restored to the credit of the employee.

16.13 Study Assistance

- 16.13.1 Study assistance of up to three hours per week may be granted on full pay to permanent or long-term temporary employees who are studying on a part-time basis.

- 16.13.2 Approval of study assistance will be at Departmental convenience. Study assistance may be used for:

- (i) attending compulsory lectures or tutorials, where these are held during working hours; and/or
- (ii) necessary travel outside working hours to attend lectures, tutorials, etc., held during or outside working hours; and/or
- (iii) private study for an approved course.

- 16.13.3 Subject to the convenience of the school or centre, permanent or long-term temporary employees may choose to accumulate part or all of their hours of study assistance to attend compulsory field days or residential schools.

16.14 Special Leave

16.14.1 Jury Service

- (i) A permanent or long-term temporary employee shall, as soon as possible, notify the Director-General of the details of any jury summons served on the employee.
- (ii) A permanent or long-term temporary employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after

discharge from jury service, furnish to the Director-General a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the employee during any such period and the details of any payment or payments made to the employee under section 72 of the *Jury Act 1977* in respect of any such period.

- (iii) When a certificate of attendance on jury service is received in respect of any period during which a permanent or long-term temporary employee was required to be on duty, the Director-General shall grant, in respect of any such period for which the employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Director-General shall grant, at the sole election of the employee, available recreation leave on full pay or leave without pay.

16.14.2 Witness at Court - Official Capacity

When a permanent or long-term temporary employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being on duty.

Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at Court as a witness in an official capacity shall be paid by the Department.

16.14.3 Witness at Court - Other than in Official Capacity - Crown Witness

A permanent or long-term temporary employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (i) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (ii) pay into the Treasury of the State of New South Wales all money paid to the employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

16.14.4 Called as a Witness in a Private Capacity

A permanent or long-term temporary employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the employee's election, leave without pay.

16.14.5 Examinations

Special leave on full pay up to a maximum of five days in any one year shall be granted to permanent or long-term temporary employees for the purpose of attending at any examination approved by the Director-General.

Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

16.14.6 Association Activities

Special leave on full pay may be granted to permanent or long-term temporary employees who are accredited trade union delegates to undertake approved trade union activities as specified below:

- (i) annual or biennial conferences of the Association;
- (ii) meetings of the Association's Executive, Committee of Management or Council;

- (iii) annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (iv) attendance at meetings called by the Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (v) attendance at meetings called by the Department as and when required;
- (vi) giving evidence before an industrial tribunal as a witness for the Association;
- (vii) reasonable travelling time to and from conferences or meetings to which the provisions of this subclause apply.

16.14.7 Training Courses

The following training courses will attract the grant of special leave as specified below:

- (i) Accredited Work Health and Safety (WH&S) courses and any other accredited WH&S training for WH&S Committee members.
- (ii) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (c) all travelling and associated expenses being met by the employee or the association;
 - (d) attendance being confirmed in writing by the Association or a nominated training provider.

16.14.8 Return Home when Temporarily Living Away from Home

Sufficient special leave shall be granted to a permanent or long-term temporary employee who is temporarily living away from home as a result of work requirements to return home once each month to enable such employees to spend two days and two nights with their family. If the employee wishes to return home more often, they may be granted extended leave or leave without pay, if the operational requirements allow.

16.14.9 Return Home when Transferred to New Location

Special leave shall be granted to a permanent or long-term temporary employee who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award or successor instrument.

16.14.10 A permanent or long-term temporary employee who identifies as an Aboriginal person or a Torres Strait Islander may be granted up to one day's special leave per year to enable the employee to participate in the National Day celebrations.

16.14.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 16A. Leave for Matters Arising From Domestic Violence have been exhausted, the Department Head shall grant up to five days

per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

16.15 Purchased Leave

16.15.1 An employee may apply to enter into an agreement with the Department to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

- (i) Each application will be considered subject to operational requirements and personal needs and will take into account the Department's business needs and work demands.
- (ii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (iii) The leave will count as service for all purposes.

16.15.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.

- (i) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (ii) To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

16.15.3 Purchased leave is subject to the following provisions:

- (i) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- (ii) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- (iii) Sick leave cannot be taken during a period of purchased leave.
- (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation.
- (v) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- (vi) Higher Duties Allowance will not be paid when a period of purchased leave is taken.

16.15.4 Specific conditions governing purchased leave may be amended from time to time by the Department in consultation with the Association. The Department may make adjustments relating to its salary administration arrangements.

16a. Leave for Matters Arising from Domestic Violence

16A.1 The definition of domestic violence is found in clause 2.23, Definitions, of this award;

16A.2 Leave entitlements provided for in sub clause 16.4 Family and Community Service Leave, 16.7, Personal Carers Leave, and 16.9, Sick Leave, may be used by an employee experiencing domestic violence;

16A.3 Where the leave entitlements referred to in subclause 16A.2 are exhausted, the Director-general shall grant Special Leave as per clause 16.14.11;

- 16A.4 The Director-General will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 16A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 16A.6 The Director-General, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

17. Travelling Compensation

17.1 Excess Travelling Time

A permanent or long-term temporary employee directed by the Director General to travel on official business outside the usual hours of duty is entitled to apply and to be compensated for such time either by:

17.1.1 payment calculated in accordance with the provisions contained in this subclause; or

17.1.2 if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

17.2 Compensation under paragraphs 17.1.1 or 17.1.2 of this clause shall be subject to the following conditions:

17.2.1 on a non-working day - all time spent travelling on official business;

17.2.2 on a working day - subject to the provisions of subclause 17.5 of this clause, all additional time spent travelling before or after the employee's normal hours of duty;

17.2.3 period for which compensation is being sought is more than a quarter of an hour on any one day.

17.3 No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.

17.4 Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

17.5 Compensation for excess travelling time shall exclude the following:

17.5.1 time normally taken for the periodic journey from home to headquarters and return;

17.5.2 any periods of excess travel of less than 30 minutes on any one day;

17.5.3 travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

17.5.4 time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided;

17.5.5 travel not undertaken by the most practical available route;

17.5.6 working on board ship where meals and accommodation are provided;

17.5.7 travel overseas.

17.6 Waiting Time

When a permanent or long-term temporary employee is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.

17.7 Payment

Payment for travelling time calculated according to subclauses 17.1 and 17.3 of this clause shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\text{Annual salary} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal hours of work}}$$

17.8 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

17.9 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

17.10 Meal Allowances

A permanent or long-term temporary employee who is authorised by the Director-General to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation shall be paid the following allowances as described at Item 4 of Schedule 3 of Part B:

17.10.1 breakfast when required to commence travel at or before 6.00 am and at least one hour before the prescribed starting time;

17.10.2 an evening meal when required to travel until or beyond 6.30 pm; and

17.10.3 lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal headquarters at the time of taking the normal lunch break.

18. Overtime

18.1 Rates - Overtime shall be paid at the following rates:

18.1.1 Weekdays (Monday to Friday inclusive) - At the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked:

- (i) For employees, working under the hours averaging provisions of subclause 7.4 of clause 7, Hours, who are directed to work overtime after 6.00 pm on a weekday following seven hours of normal work.
- (ii) For employees not working under the hours averaging provisions of the said subclause 7.4, who are directed to work overtime on a weekday following seven hours of normal work.

18.1.2 Saturday - All overtime directed to be worked on a Saturday at the rate of time and one half for the first two hours and at the rate of double time thereafter.

18.1.3 Sundays -All overtime directed to be worked on a Sunday at the rate of double time.

18.1.4 Public Holidays - All overtime directed to be worked on a public holiday at the rate of double time and one half.

18.2 If an employee is absent from duty on any working day during any week in which directed overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.

18.3 An employee who works directed overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three hours' work at the appropriate rate.

18.4 Meal Breaks and Allowances

18.4.1 An employee who works directed overtime is entitled to a meal break as follows:

- (i) an employee not working under the averaging of hours scheme as provided at subclause 7.4 of clause 7, Hours, who is required to work overtime on weekdays for 1½ hours or more after the employee's ordinary hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (ii) an employee working under the averaging of hours scheme as provided at the said subclause 7.4, who is required to work overtime on weekdays beyond 6.00 pm and until or beyond 8½ hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked;
- (iii) an employee required to work overtime on a Saturday, Sunday or public holiday shall be allowed 30 minutes for a meal after every five hours of overtime worked.

18.4.2 Meal allowances are set out in Item 5 of Schedule 3 of Part B and are payable for meal breaks taken as above, if an adequate meal has not been provided by the Department and:

- (i) the time worked is directed overtime;
- (ii) the employee incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (iii) where the employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the employee did so;
- (iv) overtime is not being paid in respect of the time taken for the meal break.

18.5 Rest Periods

18.5.1 An employee who works overtime shall be entitled to be absent until eight consecutive hours have elapsed.

18.5.2 Where an employee, at the direction of the supervisor, resumes or continues work without having had eight consecutive hours off duty, then such employee shall be paid at the appropriate overtime rate until released from duty. The employee shall then be entitled to eight consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

18.6 Recall to Duty

18.6.1 An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three hours' work at the appropriate overtime rates.

18.6.2 The employee shall not be required to work the full three hours if the job can be completed within a shorter period.

18.6.3 A recall to duty commences when the employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.

18.6.4 An employee recalled to duty within three hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.

18.6.5 This subclause shall not apply in cases where it is customary for an employee to return to the Department's premises to perform a specific job outside the employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three hours unless the actual time worked is three or more hours.

19. Transferred Employees' Compensation

19.1 The provisions of the Crown Employees (Transferred Employees Compensation) Award, or successor instruments, will apply to permanent and long-term temporary employees.

20. Deduction of Association Membership Fees

20.1 The Association shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules.

20.2 The Association shall advise the Department 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 the Department at least one month in advance of the variation taking effect.

20.3 Subject to subclauses 20.1 and 20.2 of this clause, the Department shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.

20.4 Monies so deducted from employees' pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.

20.5 Unless other arrangements are agreed to by the Department and the Association, all Association membership fees shall be deducted on a fortnightly basis.

20.6 Where an employee has already authorised the deduction of Association 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.

21. No Further Claims and No Industrial Action

21.1 Except as provided under the Industrial Relations Act 1996, prior to 30 June 2007 there shall be no further claims and no industrial action by the parties to this award in relation to matters contained in paragraphs 4.1.1, 4.1.2 and 4.1.3 of clause 4, Classifications, and subclause 5.3 of clause 5, Rates of Pay.

21.2 The parties acknowledge that the Memorandum of Understanding between the Association and the NSW Government in full and final settlement of IRC Matter No. 3817 of 2004 includes a no extra claims commitment that is applicable to classifications covered by this award.

22. Secure Employment

22.1 Work Health and Safety

22.1.1 For the purposes of this subclause, the following definitions shall apply:

- (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

22.1.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

22.1.3 Nothing in this subclause 22.1 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

22.2 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

22.3 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

23. Short Term Temporary Employee Entitlements

23.1 Other than as described under subclauses 23.3, 23.4, 23.5 and 23.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.

23.2 As set out in subclause 5.8, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.

23.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

23.4 Short term temporary employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54, Entitlement to Unpaid Parental Leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

23.4.1 The Director-General must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of short term temporary employees are not affected, other than in accordance with this clause.

23.5 Personal Carers Entitlement for short term temporary employees

23.5.1 Short term temporary employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 16.7.3 of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 23.5.4, and the notice requirements set out in 23.5.5.

23.5.2 The Director-General and the short term temporary employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.

23.5.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a short term temporary employee are otherwise not affected.

23.5.4 The short term temporary employee shall, if required:

- (i) 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, or
- (ii) establish by production of documentation acceptable to the Director-General or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a short term temporary employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

23.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

23.6 Bereavement entitlements for short term temporary employees

23.6.1 Short term temporary employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Director-General).

23.6.2 The Director-General and the short term temporary employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The short term temporary employee is not entitled to any payment for the period of non-attendance.

23.6.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not engage a short term temporary employee are otherwise not affected.

23.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

24. Area, Incidence and Duration

24.1 This award shall apply to all employees as defined in clause 2, Definitions.

24.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 April 2012.

24.3 Changes made to this award subsequent to it first being published on 31 October 2008 (366 I.G. 887) have been incorporated into this award as part of the review.

24.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Schedule 1 - School Administrative and Support Staff (other than Aboriginal Education Officers) - Rates of Pay

1.1 Permanent School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Support Officer	19.53
School Administrative Officer	25.27
School Administrative Manager -	
Level 1	29.23
Level 2	30.03
Level 3	30.88
Level 4	31.81

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	16.09
Following 12 months of service or at age 20	19.00
1st year	23.13
2nd year	23.55
3rd year	25.20
4th year	26.87
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	16.09
Following 12 months of service or at age 20	19.00
1st year	22.30
2nd year	22.71
3rd year	23.13
4th year	23.55

1.2 Long-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Support Officer	20.68
School Administrative Officer	26.72
School Administrative Manager -	
Level 1	30.92
Level 2	31.78
Level 3	32.69
Level 4	33.66
	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	16.98
Following 12 months of service or at age 20	20.10
1st year	24.52
2nd year	24.91
3rd year	26.64
4th year	28.42
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	16.98
Following 12 months of service or at age 20	20.10
1st year	23.63
2nd year	24.03
3rd year	24.52
4th year	24.91

1.3 Short-term Temporary School Administrative and Support Staff

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Support Officer	22.47
School Administrative Officer	29.06
School Administrative Manager	
Level 1	33.62
Level 2	34.55
Level 3	35.53
Level 4	36.59
	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	18.49
Following 12 months of service or at age 20	21.83
1st year	26.62
2nd year	27.09
3rd year	29.00
4th year	30.88
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	18.49
Following 12 months of service or at age 20	21.83
1st year	25.68
2nd year	26.15
3rd year	26.62
4th year	27.09

Schedule 2 - Aboriginal Education Officers - Rates Of Pay

(For progression on these rates see subclause 6.3)

2.1 Permanent Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
Year 1	27.64
Year 2	28.45
Year 3	29.25
Year 4	30.05

2.2 Long-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
Year 1	29.24
Year 2	30.10
Year 3	30.94
Year 4	31.79

2.3 Short-term Temporary Aboriginal Education Officer

	Rate of pay from the first pay period to commence on or after 8.7.2011 (\$ p/h)
Year 1	31.79
Year 2	32.72
Year 3	33.64
Year 4	34.56

Schedule 3 - School Administrative and Support Staff - Allowances

Item No.	Clause No.	Brief Description	Amount Item Nos. 1, 4 and 5 effective from 1 July 2011 \$
1	9.1.1	First-aid allowance - Permanent staff Temporary staff	41.26 43.64
2	9.2.1	Administration of prescribed medications allowance - Permanent and temporary staff	18.50 cents per hour
3	9.3.1	Health care procedures allowance - Permanent and temporary staff	40 cents per hour
4		Meal allowances on one-day journeys - Capital Cities and High-cost Country Centres: (see the Crown Employees (Public Service Conditions of Employment) Award 2009 for list of capital cities and high cost country centres)	
	17.10.1	Breakfast allowance	23.65
	17.10.2	Evening meal allowance	45.60
	17.10.3	Lunch allowance	26.55
		Other Centres:	
	17.10.1	Breakfast allowance	21.15
	17.10.2	Evening meal allowance	41.65
	17.10.3	Lunch allowance	24.20
5	18.4.2	Overtime meal allowances - Breakfast Lunch Dinner Supper	26.45 26.45 26.45 9.80

The allowances listed at Item 4 and 5 and the relevant cities and centres are adjusted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or successor award, or as approved from time to time by the Director-General of the Department of Premier and Cabinet.

C.G. STAFF J

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by United Voice, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1925 of 2011)

Before The Honourable Justice Boland, President

7 February 2012

AWARD

PART A

1. Arrangement

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

PART A

- | | |
|-----|------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Coverage |
| 4. | No Extra Claims |
| 5. | Wages and Allowances |
| 6. | Facilitative Arrangement |
| 7. | Salary Packaging Arrangements |
| 8. | Carer's Leave |
| 9. | Anti-Discrimination |
| 10. | Dispute Resolution Procedures |
| 11. | Deduction of Union Membership Fees |
| 12. | Area, Incidence and Duration |

Schedule A - List of Awards and Agreements Affected

PART B

MONETARY RATES

Schedule B - Rates of Pay
Schedule C - Work Related Allowances
Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2011.

3. Coverage

The provisions of this award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Public Sector Employment and Management Act 2002* who are covered by the provisions of the awards and agreements set out at Schedule A of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories).

4. No Extra Claims

- (i) This Award provides rates of pay increases to the instruments listed at Schedule A of 2.5% with effect from the first full pay period to commence on or after 1 July 2011.
- (ii) 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/agreement) and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

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. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in clause 4(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in clause 4(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

6. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
 - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
 - (b) Where applicable, the Director General of the Department of Premier and Cabinet and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
 - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
 - (1) the development of level descriptors;
 - (2) identification of structured training for the purposes of the level descriptors; and
 - (3) translation of existing staff into any new structure.
 - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Director General of the Department of Premier and Cabinet to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.
 - (e) The usual Dispute Resolution procedures as set out in Clause 10 will be followed by the industrial parties in the context of these negotiations.

- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Director General of the Department of Premier and Cabinet(DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.

- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

8. Carer's Leave

- (i) Use of Sick Leave:
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 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.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee 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 or legal guardian), grandparent, grandchild or sibling of the employee or of the 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:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.
- (d) 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 the absence.
- (ii) Unpaid Leave for Family Purpose: 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 subparagraph 8(i)(c)(2) who is ill.
- (iii) Annual Leave:
 - (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, 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.
 - (b) Access to annual leave, as prescribed in paragraph 8(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
 - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (iv) Time Off in Lieu of Payment for Overtime:
 - (a) 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.

- (b) 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.
 - (c) If, having elected to take time as leave in accordance with paragraph 8(iv)(a) above, 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.
 - (d) Where no election is made in accordance with the said paragraph 8(iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
- (a) 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 the award, at the ordinary rate of pay.
- (vi) Bereavement Leave:
- (a) An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph 8(i)(c)(2) above.
 - (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
 - (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
 - (d) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
 - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

9. Anti-Discrimination

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

- (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

10. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

11. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer 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 the employer at least one month in advance of the variation taking effect.
- (iii) Subject to 11(i) and (ii) above, the employer shall deduct union fortnightly 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.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) 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.

12. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Public Sector Employment and Management Act 2002* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories) and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2008 published 29 May 2009 (368 I.G. 116).

This Award shall take effect from the beginning of the first full pay period to commence on or after 1 July 2011 and shall remain in force until 30 June 2012.

Schedule A - List of Awards and Agreements affected by the Crown Employees Wages Staff (Rates of Pay) Award 2008

1. Building and Construction Industry (State) Award
2. Crown Employees (Security and General Services) Award
3. Crown Employees (Skilled Trades) Award
4. Crown Employees (Transport Drivers, &C) Award
5. Farm Assistants (Department of Education and Training) Wages and Conditions Award
6. Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award
7. Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award
8. Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award
9. TAFE NSW Commission (Graphic Arts Section, Sydney Institute) Wages and Conditions Award
10. Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2007
11. Conservation Field Officers Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award
12. Household Employees, Establishments, Departments of Agriculture, Education, Technical and Further Education, Leisure, Sport and Tourism and Government Accommodation Houses, Colleges of Advanced Education Agreement No. 2431 of 1982.
13. Crown Employees (Department of Environment and Climate Change - Royal Botanic Gardens, Building and Mechanical Trades Staff) Award

PART B**MONETARY RATES****SCHEDULE B - RATES OF PAY****Crown Employees (Security And General Services) Award - Rates of Pay**

Clause 7 Rates of Pay Classification	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
Security Officer		
Grade 1	752.00	770.80
Grade 2	778.30	797.80
Grade 3	813.90	834.20
General Services Officer		
Grade 1	671.00	687.80
Grade 2	728.90	747.10
Grade 3	752.00	770.80
Part-time Employees - General Services Officer Grade 2 (Cleaners)	20.74	21.26

Application to school based employees of Department of Education and Communities

Clause 7 Rates of Pay Classification	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
Security Officer		
Grade 1	810.50	830.80
Grade 2	838.80	859.80

Application to employees of New South Wales TAFE Commission

Clause 7 Rates of Pay Classification	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
General Services Officer		
Grade 2	785.40	805.00

Crown Employees (Skilled Trades) Award - Rates of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at	
	1.7.10 \$	1.7.11 \$
Bespoke Bootmaker	793.00	812.80
Blacksmith	867.40	889.10
Body Maker, First Class	858.40	879.90
Boilermaker and/or Structural Steel Tradesperson	858.40	879.90
Boot or Shoe Repairer	778.30	797.80
Bricklayer	858.40	879.90
Bridge and Wharf Carpenter	858.40	879.90
Cabinet Maker	891.20	913.50
Carpenter and/or Joiner	858.40	879.90

Coach and/or Spray Painter	858.40	879.90
Drainer	867.40	889.10
Electrical Fitter	915.70	938.60
Electrical Instrument Fitter	958.90	982.90
Electrical Mechanic	915.70	938.60
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	976.40	1,000.80
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	932.60	955.90
Electronics Tradesperson	1052.00	1,078.30
Farrier	867.40	889.10
Fitter	858.40	879.90
Forger and/or Faggoter	858.40	879.90
French Polisher	891.20	913.50
Machinist, A Grade (Woodworking)	858.40	879.90
Machinist, First Class (Metal Trades)	874.10	896.00
Marker-off	867.40	889.10
Mechanical Tradesperson - Special Class (as defined)	906.60	929.30
Motor Mechanic	858.40	879.90
Painter	858.40	879.90
Panel Beater	858.40	879.90
Patternmaker	884.50	906.60
Plant Electrician	966.50	990.70
Plant Mechanic	858.40	879.90
Plasterer	858.40	879.90
Plumber and/or Gasfitter	867.40	889.10
Radio Mechanic or Fitter	915.70	938.60
Refrigeration and/or Air Conditioning	915.70	938.60
Saw Doctor	915.70	938.60
Sawyer, No. 1 Benchperson	874.10	896.00
Scalemaker and/or Adjuster	858.40	879.90
Scientific Instrument Maker	884.50	906.60
Sewing Machine Mechanic	858.40	879.90
Sheetmetal Worker, First Class	858.40	879.90
Shipwright and/or Boatbuilder	858.40	879.90
Signwriter	884.50	906.60
Slater and Tiler	858.40	879.90
Stonemason	858.40	879.90
Stonemason-Carver	915.70	938.60
Tilelayer	858.40	879.90
Toolmaker	884.50	906.60
Toolsmith	867.40	889.10
Trimmer (Motor)	858.40	879.90
Turner	858.40	879.90
Watchmaker	843.10	864.20
Welder, Special Class	867.40	889.10
Welder, First Class	858.40	879.90

Application to employees of New South Wales TAFE Commission

Clause 7 - Rates of Pay Classification	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
Carpenter/Joiner	925.50	948.60
Electrical Fitter	987.30	1,012.00
Electrical Mechanic	987.30	1,012.00

Fitter	925.50	948.60
Machinist, A Grade (Woodworking)	925.50	948.60
Mechanical Tradesperson - Special Class	977.10	1,001.50
Motor Mechanic	925.50	948.60
Painter	925.50	948.60
Plumber	934.60	958.00
Saw Doctor	987.30	1,012.00
Turner	925.50	948.60

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	371.10	380.40
2nd year	488.50	500.70
3rd year	625.60	641.20
4th year	721.70	739.70

Wages for apprentices employed by Department of Education and Communities

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	400.30	410.30
2nd year	526.60	539.80
3rd year	674.50	691.40
4th year	778.30	797.80

Wages for apprentices employed by New South Wales TAFE Commission

Four Year Term	Per week as at 1.7.10 \$	Per week as at 1.7.11 \$
1st year	400.30	410.30
2nd year	526.60	539.80
3rd year	674.50	691.40
4th year	778.30	797.80

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.00. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.

- (v) Apprentice patternmakers shall be paid the sum of \$1 per week in addition to the wage rates prescribed for apprentices in subclause (i).

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD - RATES OF PAY

Clause 2 Wages	Classification	Weekly Rate FFPP	
		1.7.10 \$	1.7.11 \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms			
(a)	Up to 295 -	771.80	791.10
(b)	Over 2950 and up to 4650	778.30	797.80
(c)	Over 4650 and up to 6250	784.70	804.30
(d)	Over 6250 and up to 7700	784.70	804.30
(e)	Over 7700 and up to 9200	793.00	812.80
(f)	Over 9200 and up to 10800	793.00	812.80
(g)	Over 10800 and up to 12350	799.80	819.80
(h)	Over 12350 and up to 13950	799.80	819.80
(i)	Over 13950 and up to 15500	806.10	826.30
(j)	Over 15500 and up to 16950	813.90	834.20
(k)	Over 16950 and up to 18400	813.90	834.20
(l)	Over 18400 and up to 19750	813.90	834.20
(m)	Over 19750 and up to 21100	813.90	834.20
(n)	Over 21100 and up to 22450	820.20	840.70
(o)	Over 22450 and up to 23850	820.20	840.70
(p)	Over 23850 and up to 25200	820.20	840.70
(q)	Over 25200 and up to 26550	828.30	849.00
(r)	Over 26550 and up to 27900	828.30	849.00
(s)	Over 27900 and up to 29300	828.30	849.00
(t)	Over 29300 and up to 30650	828.30	849.00
(u)	Over 30650 and up to 32000	737.20	755.60
(v)	Over 32000 and up to 33350	737.20	755.60
(w)	Over 33350 and up to 34750	843.10	864.20
(x)	Over 34750 and up to 36100	843.10	864.20
(y)	Over 36100 and up to 37450	843.10	864.20
(z)	Over 37450 and up to 38800	843.10	864.20
(aa)	Over 38800 and up to 40200	851.40	872.70
(ab)	Over 40200 and up to 41550	851.40	872.70
(ac)	Over 41550 and up to 42900	851.40	872.70
(ad)	Over 42900 and up to 44250	858.40	879.90
(ae)	Over 44250 and up to 45650	858.40	879.90

2. Drivers of mobile cranes

- employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods

- where the mobile crane has a lifting capacity in kilograms

(a)	Up to and not exceeding 3050	784.70	804.30
(b)	Over 3050 and not exceeding 5100	793.00	812.80
(c)	Over 5100 and not exceeding 6100	799.80	819.80
(d)	Over 6100 and not exceeding 7100	799.80	819.80
(e)	Over 7100 and not exceeding 8100	799.80	819.80
(f)	Over 8100 and not exceeding 9150	799.80	819.80
(g)	Over 9150 and not exceeding 10150	806.10	826.30
(h)	Over 10150 and not exceeding 11200	806.10	826.30

(i)	Over 11200 and not exceeding 12200	806.10	826.30
(j)	Over 12200 and not exceeding 13200	813.90	834.20
(k)	Over 13200 and not exceeding 14200	813.90	834.20
(l)	Over 14200 and not exceeding 15250	813.90	834.20
(m)	Over 15250 and not exceeding 16250	813.90	834.20
(n)	Over 16250 and not exceeding 17250	820.20	840.70
(o)	Over 17250 and not exceeding 18300	820.20	840.70
(p)	Over 18300 and not exceeding 19300	820.20	840.70
(q)	Over 19300 and not exceeding 20300	820.20	840.70
(r)	Over 20300 and not exceeding 21350	828.30	849.00
(s)	Over 21350 and not exceeding 22350	828.30	849.00
(t)	Over 22350 and not exceeding 23350	828.30	849.00
(u)	Over 23350 and not exceeding 24400	828.30	849.00
(v)	Over 24400 and not exceeding 25500	828.30	849.00
(w)	Over 25500 and not exceeding 26400	828.30	849.00
(x)	Over 26400 and not exceeding 27450	828.30	849.00
(y)	Over 27450 and not exceeding 28450	834.80	855.70
(z)	Over 28450 and not exceeding 29450	834.80	855.70
(aa)	Over 29450 and not exceeding 30500	834.80	855.70
And for each additional 1000 kg or part thereof over - 33 cents			
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	784.70	804.30
(b)	Over 4500 to 9100	799.80	819.80
(c)	Over 9100 kg	806.10	826.30
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	793.00	812.80
(b)	Over 20350 kg	813.90	834.20
5. Extra Hands			
		771.80	791.10

**FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND
CONDITIONS AWARD - RATES OF PAY**

Clause 9 Wages	From 1.7.10 \$	From 1.7.11 \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance		
Farm Assistant Class I	792.80	812.60
Class II	911.70	934.50
Flower Gardener	819.00	839.50

**CROWN EMPLOYEES (NEW SOUTH WALES FIRE BRIGADES - MAINTENANCE,
CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - RATES OF PAY**

Clause 3, Rates of Pay #Classification	From 1.7.10 \$	From 1.7.11 \$
(a) Electrical Department - Automotive Electrical	915.70	938.60
Battery Fitter	915.70	938.60
Electrical Fitter	915.70	938.60
Electrical Mechanic	915.70	938.60
Electronic Technician - 1st year	1085.10	1,112.20
2nd year	1107.50	1,135.20
3rd year	1138.20	1,166.70
4th year	1161.80	1,190.80
Instrument Maker	958.90	982.90
Radio Mechanic	915.70	938.60
Telephone Mechanic	915.70	938.60

Trades Assistant (Electrical Department)	735.30	753.70
Labourer-General (Electrical Department)	592.20	607.00
(b) Workshops Department - Blacksmith/Welder	867.40	889.10
Bodymaker	858.40	879.90
Draughtsperson - Detail 1st year	793.00	812.80
2nd year	828.30	849.00
3rd year	867.40	889.10
4th year	915.70	938.60
Thereafter	958.90	982.90
Welder	867.40	889.10
Fitter and/or Turner	834.80	855.70
Motor Mechanic	858.40	879.90
Motor Trimmer	858.40	879.90
Painter (Vehicle)	858.40	879.90
Panel Beater	858.40	879.90
Signwriter (vehicle)	834.80	855.70
Trades Assistant (Mechanical Workshops)	709.40	727.10
Labourer-General (Mechanical Workshops)	592.20	607.00
(c) Boot Factory - Bootmaker	828.30	849.00
(c) Building and Maintenance Dept Draughtsperson Building Services		
1st year	915.70	938.60
2nd year	932.60	955.90
3rd year	949.60	973.30
4th year	966.50	990.70
Thereafter	993.00	1,017.80
Plumber	867.40	889.10
Bricklayer	858.40	879.90
Carpenter	858.40	879.90
Painter	858.40	879.90
Plasterer	858.40	879.90
Labourer-Builders	843.10	864.20
(e) Cleaner -	759.70	778.70
Stores Assistant	799.80	819.80
Sailmaker	834.80	855.70
(f) Transport Assistant	851.40	872.70
(h) Hose Repair Department: Hose Assembler and Repairer	793.00	812.80

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD - RATES OF PAY**

Clause 8 Rates of Pay	From 1.7.10 \$	From 1.7.11 \$
Full Time Security Officer		
Grade 1	810.50	830.80
Grade 2	838.80	859.80
Grade 3	877.10	899.00
Part-Time Security Officer		
Grade 1 (accruing time for RDOs) (per hour)	22.28	22.84
Grade 1 (not accruing time for RDOs) (per hour)	23.46	24.05
Grade 2 (accruing time for RDOs) (per hour)	23.08	23.66
Grade 2 (not accruing time for RDOs) (per hour)	24.29	24.90
Grade 3 (accruing time for RDOs) (per hour)	24.11	24.71
Grade 3 (not accruing time for RDOs) (per hour)	25.39	26.02

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD - RATES OF PAY

Clause 4 - Wages	From 1.7.10 \$	From 1.7.11 \$
Household Staff Grade 1 Kitchen Hand or Useful Cleaner	670.50	687.30
Room Attendant	670.50	687.30
Dining Room Attendant	670.50	687.30
Laundry Attendant	670.50	687.30
Stores Steward	670.50	687.30
Household Staff Grade 2 Butcher (casual)	678.00	695.00
Cook (unqualified)	678.00	695.00
Household Staff Grade 3 Laundry Supervisor	698.40	715.90
Cook (qualified)	698.40	715.90
Dining Room Supervisor	698.40	715.90
Housekeeper/Cleaning Supervisor	698.40	715.90
Household Staff Grade 4 First Cook (qualified)	734.90	753.30
Household Staff Grade 5 Catering Supervisor	767.60	786.80

NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS SECTION, SYDNEY INSTITUTE) WAGES AND CONDITIONS AWARD - RATES OF PAY

Clause 3 - Rates of Pay	From 1.7.10 \$	From 1.7.11 \$
Printing Support Officer		
Level 1	970.00	994.30
Level 2	1,052.50	1,078.80
Level 3	1,312.60	1,345.40
Level 4	1,476.80	1,513.70
Printing Computer Support Officer	1,312.60	1,345.40

CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL PREPARATORS) AWARD 2001 - RATES OF PAY

Clause 6- Wage Rates	From 1.7.10 (per year) \$	From 1.7.11 (per year) \$
Electrical Preparator - Grade 1		
Year 1	51,707	53,000
Year 2	53,089	54,416
Year 3	54,576	55,940
Electrical Preparator - Grade 2		
Year 1	56,644	58,060
Year 2	58,858	60,329
Senior Electrical Preparator - Grade 1		
Year 1	61,282	62,814
Year 2	62,399	63,959

**CONSERVATION FIELD OFFICERS DEPARTMENT F LANDS, DEPARTMENT OF
INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES AND STATE WATER
CORPORATION AWARD - RATES OF PAY**

Schedule 1 - Wage Rates	From 1.7.10 \$	From 1.7.11 \$
Trainee	750.50	769.30
Grade 1	782.20	801.80
Grade II	824.60	845.20
Grade III	868.50	890.20
Grade IV	892.70	915.00
Grade V	943.00	966.60
Grade VI	1005.20	1,030.30
Grade VII	1055.40	1,081.80

**HOUSEHOLD EMPLOYEES, ESTABLISHMENTS, DEPARTMENTS OF AGRICULTURE,
EDUCATION, TECHNICAL AND FURTHER EDUCATION, LEISURE, SPORT AND TOURISM
AND GOVERNMENT ACCOMMODATION HOUSES, COLLEGES OF ADVANCED EDUCATION
AGREEMENT NO. 2431 OF 1982 - RATES OF PAY**

	Weekly Rate FFPP	
	From 1.7.10 \$	From 1.7.11 \$
Cook - where one cook is normally employed	730.20	748.50
Housemaid	626.80	642.50

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE - ROYAL
BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD - RATES OF
PAY**

Classification	As at 1.7.10 (\$)	As at 1.7.11 (\$)
Apprentice Year 1 38 hpw	23,267.50	23,849.20
Apprentice Year 2 38 hpw	31,023.30	31,798.90
Apprentice Year 3 38 hpw	38,779.10	39,748.60
Apprentice Year 4 38 hpw	43,949.80	45,048.50
Trades Level 5/6 Yr 1 38 hpw	51,705.50	52,998.10
Trades Level 5/6 Yr 2 38 hpw	53,090.20	54,417.50
Trades Level 5/6 Yr 3 38 hpw	54,577.30	55,941.70
Trades Level 5/6 Yr 4 38 hpw	56,089.10	57,491.30
Trades Level 7 Yr 1 38 hpw	57,680.80	59,122.80
Trades Level 7 Yr 2 38 hpw	59,404.10	60,889.20
Trades Level 7/8 Yr 1 38 hpw	57,680.80	59,122.80
Trades Level 7/8 Yr 2 38 hpw	59,404.10	60,889.20
Trades Level 7/8 Yr 3 38 hpw	61,282.60	62,814.70
Trades Level 7/8 Yr 4 38 hpw	63,780.90	65,375.40

SCHEDULE C**WORK RELATED ALLOWANCES****CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - WORK RELATED ALLOWANCES**

Clause 9 - Additional Rates	As at 1.7.10 \$	As at 1.7.11 \$
(i) Leading Hands Allowance: (per week)		
1 - 5 employees	32.20	33.00
6 - 10 employees	36.70	37.60
11-15 employees	47.80	49.00
16-20 employees	55.10	56.50
Over 20 employees - for each employee over 20 an additional 49 cents is paid	55.10	56.50
(ii) Qualification allowance (per week)	21.70	22.20
(iii) First Aid Allowance (per week)	16.60	17.00
(iv) Boiler Attendants Certificate (per week)	14.10	14.50
(v) Refrigeration Drivers Certificate (per week)	14.10	14.50
(vi) Contingency Allowance (per week)		
1-10 Hours per week	8.80	9.00
11 to 25 hours per week	13.80	14.10
26 to 38 hours per week	18.50	19.00
(vii) Toilet allowance (per week)	11.00	11.30
(viii) Multi-Purpose Machines Allowance - per shift	2.68	2.75
(ix) Furniture removal allowance - per shift	2.68	2.75
(x) Torches - per shift	0.89	0.91
(xi) Laundry allowance - per shift	1.85	1.90
(xii) Locomotion allowance - per shift	29.47	30.21
(xiii) Bicycle allowance - per shift	2.32	2.38
Clause 10 (iii)(a)(b) Shift Allowances		
Broken Shifts allowance (per day)	13.54	13.88
Excess Fares allowance (per week)	8.60	8.82
Clause 13(ii) General Conditions		
Accommodation deduction (per week)	16.87	17.29

Application to school based employees of Department of Education and Communities

Clause 8 - Additional Rates	As at 1.7.10 \$	As at 1.7.11 \$
(i) Leading Hands Allowance (per week)		
1 - 5 employees	34.80	35.70
6 - 10 employees	39.40	40.40
11-15 employees	51.50	52.80
16-20 employees	59.60	61.10
Over 20 employees - for each employee over 20 an additional 49 cents is paid	59.60	61.10
(v) Contingency Allowance (per week)		
1-10 Hours per week	9.60	9.80
11 to 25 Hours per week	14.70	15.10
26 to 38 Hours per week	19.90	20.40

Application to employees of New South Wales TAFE Commission

Clause 8 - Additional Rates	As at 1.7.10 \$	As at 1.7.11 \$
(i) Leading Hands Allowance (per week)		
1 - 5 employees	34.80	35.70
6 - 10 employees	39.40	40.40
11-15 employees	51.50	52.80
16-20 employees	59.60	61.10
Over 20 employees - for each employee over 20 an additional 49 cents is paid	59.60	61.10
(iii) First Aid allowance (per week)	18.20	18.70
(x) Laundry allowance - per shift	2.07	2.12

CROWN EMPLOYEES (SKILLED TRADES) AWARD - WORK RELATED ALLOWANCES

Clause No.	Brief Description	As at 1.7.10 \$	As at 1.7.11 \$
4.2	Carpenter Diver (p.w)	250.50	256.80
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	41.60 22.40	42.60 23.00
4.5	Lead Burner (p.h.)	0.87	0.89
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	1.08 1.08 0.90 1.45 1.45 1.45 2.00	1.11 1.11 0.92 1.49 1.49 1.49 2.05
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.62	0.64
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	22.50	23.06
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.16	1.19
4.10	Computing quantities (p.d.)	4.90	5.02
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	38.80 7.80	39.80 8.00
4.12	Registration allowance (p.h.)	0.84	0.86
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.02	1.05
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.66 0.79	0.68 0.81
4.15	Confined spaces (p.h.)	0.85	0.87

4.16	Dirty work (p.h.)	0.66	0.68
	For Bridge and wharf carpenter who:		
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.66	0.68
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.66	0.68
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.66	0.68
4.17	Height money:		
	7.5 metres from ground, deck, floor or water (p.h.)	0.66	0.68
	for every additional 3 metres (p.h.)	0.16	0.16
4.18	Hot places:		
	between 46 degrees celsius and 54 degrees celsius (p.h.)	0.66	0.68
	exceeds 54 degrees celsius (p.h.)	0.85	0.87
4.19	Handling insulation material (p.h.)	0.85	0.87
4.20	Smoke boxes:		
	repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.44	0.45
	repairs to and while inside oil fired boilers (p.h.)	1.66	1.70
4.21	Wet places:		
	where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.66	0.68
	when required to work in the rain (p.h.)	0.66	0.68
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.56	2.62
	called upon to work knee-deep in mud or water (p.d.)	5.29	5.42
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	3.43	3.52
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	3.43	3.52
4.23	Towers allowances:		
	construction exceeding 15 metres in height, and (p.h.)	0.66	0.68
	for each additional 15 metres (p.h.)	0.66	0.68
4.24	Depth exceeding 3 metres (p.h.)	0.66	0.68
4.25	Swing scaffolds:		
	for the first four hours or any portion thereof, and (p.h.)	4.94	5.06
	for each hour thereafter (p.h.)	1.01	1.04
	Solid plasterers when working off a swing scaffold (p.h.)	0.16	0.16
4.26	Spray application (p.h.)	0.64	0.66
4.27	Soil pipes (p.h.)	0.85	0.87
4.28	Working on second-hand timber (p.d.)	2.65	2.72

4.29	Roof work:		
	work in excess of 12 metres from the nearest floor level (p.h.)	0.85	0.87
	minimum payment (p.h.)	0.85	0.87
4.30	Electric welding (p.h.)	0.24	0.25
4.31	Explosive powered tools:		
	employee required to use explosive powered tools (p.d.)	1.62	1.66
	bridge and wharf carpenter when required to use these tools (p.d.)	1.62	1.66
4.32	Scaffolding rigging (p.h.)	0.66	0.68
4.33	Corrective establishments (p.h.)	1.68	1.72
	Mental institutions (p.h.)	1.29	1.32
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.49	0.50
	Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.44	0.45
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophila (p.h.)	3.13	3.21
4.34	Distant places:		
	in districts as set out in subclause 5.3 (p.d.)	1.29	1.32
	in western division of the state (p.d.)	2.12	2.17
	within the area as set out in subclause 5.36.3 (p.d.)	2.12	2.17
	Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.21	1.24
4.36	Morgues (p.h.)	0.79	0.81
4.37	Application of epoxy based materials or materials of a like nature (p.h.)	0.85	0.87
	Application of such material in buildings which are normally air conditioned (p.h.)	0.58	0.59
	Working in close proximity to employees so engaged (p.h.)	0.66	0.68
4.38	Bricklayers laying other than standard bricks where block weighs:		
	over 5.5 kg and under 9 kg (p.h.)	0.66	0.68
	9 kg or over and up to 18 kg (p.h.)	1.18	1.21
	over 18 kg (p.h.)	1.87	1.92
4.39	Bagging bricks or concrete structures (p.h.)	0.61	0.63
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.61	0.63
4.41	Materials containing asbestos (p.h.)	0.85	0.87
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	3.64	3.73
4.43	Operation of brick cutting machine (p.h.)	0.85	0.87
4.44	Asbestos eradication (p.h.)	2.25	2.31
4.45	Employee required to work in an Animal House (p.h.)	0.42	0.43
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.66	0.68

5			
	Electrical Fitter	16.87	17.29
	Electrical Fitter/Mechanic	16.87	17.29
	Electrical Instrument Fitter	16.87	17.29
	Electrical Mechanic	16.87	17.29
	Electrician in charge of plant having a capacity of less than 75 kilowatts	16.87	17.29
	Electronic Tradesperson	16.87	17.29
	Electrical Instrument Fitter	16.87	17.29
	Plant Electrician	16.87	17.29
	Radio Mechanic and Fitter	16.87	17.29
	Refrigeration and/or Air Conditioning Mechanic	16.87	17.29
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	42.60	43.67
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	54.60	55.97
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	71.40	73.19
15.1	Chokages pipe or pump (p.d.)	7.83	8.03
15.2	Fouled equipment (p.d.)	7.83	8.03
17.4	First Aid qualifications (p.d.)	2.94	3.01

Application to employees of Department of Education and Communities

Clause No	Brief Description	As at 1.7.10 \$	As at 1.7.11 \$
5	Tool Allowances - Electrical		
	Radio Mechanic and Fitter	18.40	18.90

Application to employees of New South Wales TAFE Commission

Clause No.	Brief Description	Amount 1.7.10 \$	Amount 1.7.11 \$
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	44.80	45.90
4.6	Plumber and Drainer when required to act on: plumbers, gasfitters and drainers licence (p.h.)	2.16	2.21
4.12	Registration allowance (p.h.)	0.88	0.90
4.15	Confined spaces (p.h.)	0.90	0.92
4.16	Dirty work (p.h.)	0.73	0.75
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.)	0.73	0.75
4.19	Handling insulation material (p.h.)	0.90	0.92

4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.) where required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.73 0.73 2.83 5.71	0.75 0.75 2.90 5.85
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (ph)	0.73 0.73	0.75 0.75
4.27	Soil pipes (p.h.)	0.91	0.92
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	0.90	0.92
4.39	Application of epoxy based Materials or materials of a like Nature (p.h.) Application of such material in Buildings which are normally Air conditioned (p.h.)	0.90 0.61	0.92 0.63
	Working in close proximity to Employees so engaged (p.h.)	0.73	0.75
4.43	Materials containing asbestos (p.h.)	0.90	0.92
5	Tool Allowances - Electrical		
	Electrical Fitter	18.40	18.90
	Electrical Fitter/Mechanic	18.40	18.90
	Plant Electrician	18.40	18.90
	Radio Mechanic and Fitter	18.40	18.90
	Refrigeration and/or Air Conditioning Mechanic	18.40	18.90
6.1	Employee appointed to be in charge of up to and including five Employees (p.w.)	46.10	47.30
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	59.00	60.50
6.3	Employee appointed to be in charge Of more than ten employees (p.w.)	76.80	78.70
15.1	Chokages pipe or pump (p.d.)	8.50	8.71
17.4	First Aid qualifications (p.d.)	3.13	3.21

**FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD -
WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.10 \$	From 1.7.11 \$
6. Special Rates			
6.6.1	Tractor operation (per day)	4.02	4.12
6.6.2	Truck driving (per day)	4.02	4.12
6.6.3	Headers, etc (per day)	4.02	4.12
6.7	Broken Shift (per day)	12.19	12.49
6.9	Protective Clothing (per hour)	0.64	0.66
6.10	First Aid (per day)	3.06	3.14

CROWN EMPLOYEES (NSW FIRE BRIGADES - MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - WORK RELATED ALLOWANCES

Clause 6, Additional Wage Rates	As at 1.7.10 \$	As at 1.7.11 \$
(i) Electricians: An electrician who is the holder of - A Grade Licence (per week) B Grade Licence (per week)	40.50 21.80	41.50 22.30
(ii) 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)	0.76	0.78
(iii) (a)Plumber When required to act on a Plumbers Licence (per hour)	1.07	1.10
(b) When required to act on a Gasfitters Licence (per hour)	1.07	1.10
(c) When required to act on a Drainers Licence (per hour)	0.88	0.90
(d) When required to act on a Plumbers and Gasfitters licence (per hour)	1.42	1.46
(e) When required to act on a Plumbers and Drainers licence (per hour)	1.42	1.46
(f) When required to act on a Gasfitters and Drainers licence (per hour)	1.42	1.46
(f) When required to act on a Plumbers, Gasfitters and Drainers Licence (per hour)	1.93	1.98
(iv) Electric Welding Certificate (per hour)	0.60	0.62
(v) Computing Quantities (per day)	4.79	4.91
Clause 7, Leading Hands		
(i) in charge of up to and including 5 Employees (per week)	41.70	42.70
(ii) in charge of more than 5 employees and up to and including 10 employees (per week)	53.50	54.80
(iii) in charge of more than 10 Employees (per week)	69.80	71.50

Clause 10 Fire Equipment Allowance	As at 1.7.10		As at 1.7.11	
	Trades Staff \$	Non Trades Staff \$	Trades Staff \$	Non Trades Staff \$
After completion of one year's continuous service (per week)	7.00	5.20	7.20	5.30
After completion of two year's continuous service (per week)	13.50	10.50	13.80	10.80
After completion of three year's continuous service (per week)	20.50	15.40	21.00	15.80

Clause 11, Special Rates	As at 1.7.10 \$	As at 1.7.11 \$
(i) Confined Spaces (per hour)	0.82	0.84
(ii) Dirty Work (per hour)	0.64	0.66
(iii) Height Pay (a) Employees working at height of 7.5m (per hour)	0.72	0.74
For each additional 3m (per hour)	0.16	0.16
(b) Plasterers working on swing Scaffold (per hour)	0.72	0.74
(iv) Hot places (per hour)	0.64	0.66

(v) Insulation Material - Pumice or other (per hour)	0.64	0.66
Silicate (per hour)	0.82	0.84
(vi) Wet Places - per hour		
Water other than rain (per hour)	0.64	0.66
Plumber in rain (per hour)	0.64	0.66
Knee deep water/mud (per day)	5.24	5.37
(vii) Swinging Scaffolds		
For the first four hours or any portion thereof, and for each hour thereafter	4.80	4.92
	0.98	1.00
Plasterers Working on swing scaffold (per hour)	0.16	0.16
(viii) Spray applications (per hour)	0.66	0.68
(ix) Roof work (per hour)	0.82	0.84
(x) Electric welding (per hour)	0.24	0.25
(xi) Explosive Powered Tools (per day)	2.20	2.26
(xii) Scaffolding Rigging (per hour)	0.64	0.66
(xvi) Applying Obnoxious Substances epoxy based materials (per hour)	0.82	0.84
Not air conditioned (per hour)	0.56	0.57
Employees working in close Proximity (per hour)	0.63	0.65
(xvii) Painters - burning off paint and applying the first coat (per hour)	0.63	0.65
(xviii) Asbestos Eradication (per hour)	2.20	2.26
Clause 27, Chokages (p.d. or part of a day)	6.79	6.96

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD - WORK RELATED
ALLOWANCES**

Clause No.	Item No	Allowance	From 1.7.10	From 1.7.11
			\$	\$
8 (i)	1	Boiler Attendants Certificate (per week)	15.10	15.50
8 (ii)	2	First Aid Allowance (per week)	18.20	18.70
8 (iii)	3	Furniture Removal Allowance (per shift)	3.00	3.08
8 (iv)	4	Laundry Allowance (per shift)	1.96	2.01
8 (v)	5	Leading hand in charge of 1-5 employees (per week)	34.80	35.70
8 (v)	6	Leading hand in charge of 6-10 employees (per week)	39.40	40.40
8 (v)	7	Leading hand in charge of 11-15 employees (per week)	51.50	52.80
8 (v)	8	Leading hand in charge of 16-20 employees (per week)	59.60	61.10
8 (v)	9	Leading hand in charge of over 20 employees (per week)	59.60	61.10
8 (v)	10	Leading hand - for each additional employee over 20 (per week)	0.87	0.89
8 (vii)	11	Refrigeration Drivers Certificate (per week)	15.30	15.70
8 (viii)	12	Reimbursement torch batteries etc (per shift)	1.00	1.03
9 (ii)(a)	13	Broken Shift Allowance	16.30	16.70

**CONSERVATION FIELD OFFICERS DEPARTMENT OF LANDS, DEPARTMENT OF
INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES AND STATE WATER
CORPORATION AWARD - WORK RELATED ALLOWANCES**

Clause No.	Description and Authority	Amount (\$) As at 1.7.07
9.6	Supervision Allowance	34.60 per week
16	First Aid Allowance	2.55 per day

**CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPT OF EDUCATION AND TRAINING) WAGES
AND CONDITIONS AWARD - WORK RELATED ALLOWANCES**

Allowance	From 1.7.10 \$	From 1.7.11 \$
Broken Shift Allowance	10.08	10.33

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE - ROYAL
BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD - WORK
RELATED ALLOWANCES - WORK RELATED ALLOWANCES**

Clause No. and Brief Description	Allowance effective first pay period on or after	
	From 1.7.10 \$	From 1.7.11 \$
7.3.1 Chokage (per hour)	1.04	1.07
7.3.2 Asbestos (per hour)	0.85	0.87
7.3.3 Plumbers Licence (per hour)	1.45	1.49
7.3.4 Plumbers Registration (per hour)	0.84	0.86

SCHEDULE D

EXPENSE RELATED ALLOWANCES

**CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - EXPENSE RELATED
ALLOWANCES**

Clause 8 - (xiii) Motor Vehicle allowance - Use of private motor vehicle during work related duties	As at 1/7/11 (\$)
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.63
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.74
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.75

Clause 17 (ii) -Overtime	As at 1/7/07 \$
Meal money	12.30

CROWN EMPLOYEES (SKILLED TRADES) AWARD - EXPENSE RELATED ALLOWANCES

Clause No.		As from fpp 1/7/11 \$
5	Tool Allowances	
	Blacksmith	28.10
	Bodymaker, First Class	28.10
	Boilermaker and/or Structural Steel	28.10
	Bricklayer	20.00
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	28.10

	Cabinet Maker	11.30
	Carpenter	28.10
	Drainer	28.10
	Farrier	28.10
	Fitter	28.10
	Forger and/or Faggoter	28.10
	Machinist, First Class (Metal Trades)	28.10
	Machinist (Metal Trades) Special Class	28.10
	Marker Off	28.10
	Motor Mechanic	28.10
	Painter	6.80
	Panel Beater	28.10
	Patternmaker	28.10
	Plant Mechanic	28.10
	Plasterer	28.10
	Plumber	28.10
	Plumber and Gasfitter	28.10
	Plumber, Gasfitter and Drainer	28.10
	Sewing Machine Mechanic	28.10
	Sheetmetal Worker, First Class	28.10
	Shipwright/Boatbuilder	28.10
	Signwriter	6.80
	Slater and Tiler	14.70
	Stonemason	28.10
	Stonemason-Carver	28.10
	Tilelayer	20.00
	Toolmaker	28.10
	Toolsmith	28.10
	Trimmer (Motor)	28.10
	Turner	28.10
	Vehicle Builder	28.10
	Watchmaker	9.30
	Welder, Special Class	28.10
	Welder, First Class	28.10
8.1	Excess fares and travelling time to and from place of work	21.80 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	8.80 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	18.30 p.d. 21.20 p.d.
8.2.1	If employer provides or offers to provide transport free of charge	
	- to first year apprentices	7.30 p.d.
	- to all other apprentices	8.70 p.d.
9.3.3	Meal allowance:	
	- after working in excess of four hours	13.40
	- for each subsequent meal	11.50
9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	13.40
	- after each four hours on continuous overtime, for each meal	11.70
14.4	Expenses of reaching home and of transporting tools from distant work	21.00
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	447.10 p.w. 64.00 p.d.
14.6	Camping allowance	26.40 p.d.
14.7	Returning home for the weekend from distant work	36.20

22.6.2	Supply of boots	33.80
	Accrual of credit	3.90 p.w.
23.2	Reimbursement for loss of tools	1,628.00

**CROWN EMPLOYEES (NEW SOUTH WALES FIRE BRIGADES - MAINTENANCE,
CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - EXPENSE RELATED
ALLOWANCES**

	As at 1/7/2011 \$
Clause 9 Tool Allowance	
Blacksmith/Welder	27.80
Bodymaker	27.80
Bricklayer	20.00
Carpenter	27.80
Fitter and/or Turner	27.80
Motor Mechanic	27.80
Painter	6.80
Panel Beater	27.80
Plasterer	22.90
Plumber	27.80
Welder	27.80
Automotive Electrician	14.70
Battery Fitter	14.70
Electrical Fitter	14.70
Electrical Mechanic	14.70
Electronic Technician	14.70
Instrument Maker	14.70
Radio Mechanic	14.70
Telephone Mechanic	14.70
Clause 14 Meal allowance	
After working 1½ hours overtime	12.20
Each 4 hours thereafter	10.20
Clause 15 Travel allowance	
Other than Builder's Labourer (p.d)	21.80
Employer providing transport (p.d)	8.80
Clause 24 Loss of Tools (Up to the value of)	1,628.00

**CONSERVATION FIELD OFFICERS DEPARTMENT OF LANDS, DEPARTMENT OF WATER
AND ENERGY, DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE AND STATE
WATER CORPORATION AWARD - EXPENSE RELATED ALLOWANCES**

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	Amount (1.7.2011) \$
11.7	Meal Allowance (Overtime)	
	Breakfast: where required to start work before 6.00 am	26.45
	Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays	26.45
	Dinner: when required to work after 6.00 pm	26.45

14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	23.65 26.55 45.60
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	17.30 per day
14.4 (i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	28.55 per night 37.75 per night 9.00 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	28.20 per night 4.70 per night

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

GOLDENFIELDS WATER COUNTY COUNCIL ENTERPRISE AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shires Association of New South Wales, Industrial Organisation of Employers.

(No. IRC 1698 of 2011)

Before Commissioner Ritchie

21 November 2011

AWARD

1. Arrangement

Clause No.	Subject Matter
4.	Agreed Objectives
15.	Allowances, Additional Payments and Expenses
5.	Anti-discrimination
3.	Area, Incidence and Duration
1.	Arrangement
26.	Casual Employment
35.	Competitive Tendering
30.	Consultative Committees
37.	Council Agreements
6.	Definitions
33.	Disciplinary Procedures
39.	Employee Loyalty/Attendance Bonus
23.	Flexibility for Work and Family Responsibilities
32.	Grievance and Dispute Procedures
20.	Holidays
18.	Hours of Work
27.	Job Share Employment
28.	Junior and Trainee Employment
22.	Leave Provisions
40.	Leave Reserved
16.	Motor Vehicle Leaseback
34.	Occupational Health and Safety
19.	Overtime
25.	Part-time Employment
11.	Payment for Relief Duties/Work
12.	Payment of Employees
24.	Phased Retirement
8.	Rates of Pay
17.	Residence
13.	Salary Sacrifice
9.	Salary System
38.	Savings and Transitional
7.	Skill Descriptors
2.	Statement of Intent
14.	Superannuation Fund Contributions
31.	Term Contracts
35.	Termination of Employment
29.	Training and Development
21.	Union Picnic Day

- 10. Use of Skills
- 36 Workplace Change and Redundancy

ANNEXURE 1

Table 1- Monetary Rates Per Week

Table 2 - Allowances

ANNEXURE 2

Table 1- Monetary Rates Per Week

2. Statement of Intent

2.1 Scope

It is the intention of the parties that the "Goldenfields Water County Council Enterprise Award 2010" shall apply to all employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW).

2.2 Coverage and Parties

This Award shall apply to all current and future employees of Goldenfields Water who are engaged in the classifications set out in Table 1 of Part B of this Award (including any additional classifications introduced), save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW).

The parties to this Award are the Shires Association of New South Wales; Goldenfields Water County Council; the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union; and the Electrical Trades Union (N.S.W.) of Australia; and the Local Government Engineers Association.

3. Area, Incidence and Duration

3.1 Applicability

This Award shall apply to Goldenfields Water County Council (elsewhere referred to as "Council") and all employees, save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW).

3.2 Rescission of 2004 Award

This Award rescinds and replaces the Goldenfields Water County Council Enterprise Award 2004 published 27 March 2009 (367 I.G. 771).

3.3 Association with Local Government (State) Award 2010.

The Goldenfields Water County Council Enterprise Award 2010 ("this Award") shall prevail over the provisions of the Local Government (State) Award 2010 ("the State Award") to the extent of any inconsistencies. Where this award is silent in respect to provisions contained in the State Award, the provisions of the State Award shall apply.

3.4 Nominal term

This Award shall commence on and from the first full pay period after 21 November 2011 and shall remain in force until the first pay period on or after 30 June 2014, unless varied or terminated as provided for by the *Industrial Relations Act 1996* (NSW). The first increase provided by this Award has been paid by Goldenfields Water from 1 November 2010.

3.5 Negotiation for replacement

The parties agree to commence negotiations for a replacement Enterprise Award no later than twelve months prior to the nominal expiry date of this Award.

4. Agreed Objectives

4.1 The agreed objectives of this Award are:

4.1.1 The parties to this Award are committed to co-operating positively to increase the structural efficiency of Goldenfields Water and to provide employees with access to more fulfilling, varied and better-paid work by providing measures to, for instance:

4.1.1.1 improve skill levels and establish skill-related career paths;

4.1.1.2 eliminate impediments to multi-skilling;

4.1.1.3 broaden the range of tasks which a worker may be required to perform;

4.1.1.4 achieve greater flexibility in workplace practices;

4.1.1.5 eliminate discrimination;

4.1.1.6 establish rates of pay and conditions that are fair and equitable;

4.1.1.7 work reasonable hours;

4.1.1.8 ensure flexibility for work and family responsibilities; and

4.1.1.9 ensure the delivery of quality services to the community and continuous improvement.

4.1.2 Co-operation between Council and Employees to achieve:

4.1.2.1 Management Plan objectives and strategies;

4.1.2.2 Improved productivity, including taking action to reduce water wastage and ensuring pump power usage efficiency;

4.1.2.3 Early fault detection and efficient repair methods;

4.1.2.4 Ensuring Customer Relations and Level of Service strategies are met by delivering high quality attention and action in service to customers;

4.1.2.5 Action to reduce operating and maintenance costs; and

4.1.2.6 Act responsibly in respect to environmental matters.

5. Anti-Discrimination

5.1 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

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 this Award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 5.3 Under the *Anti-Discrimination Act 1977* (NSW), 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:
- 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- 5.4.4 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.
- 5.6 Notes
- 5.6.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 5.6.2 Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) 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."

6. Definitions

- 6.1 Association
- "Association" means the Shires Association of New South Wales.
- 6.2 Council
- "Council" means Goldenfields Water County Council. This definition shall be read subject to allocation of responsibilities as specified in the *Local Government Act 1993* (NSW).
- 6.3 Goldenfields Award
- Goldenfields Water County Council Enterprise Award 2010 as may be varied and/or replaced from time to time.
- 6.4 State Award
- Local Government (State) Award 2010 as may be varied and/or replaced from time to time.
- 6.5 Union
- "Union" means the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union (USU); Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, Electrical Trades Union (N.S.W.) of Australia and the Local Government Engineers Association.

6.6 Ordinary Pay

6.6.1 Ordinary Pay means remuneration for the employee's normal weekly number of hours of work calculated at the ordinary time rate of pay. Ordinary pay shall include, but not be limited to the following penalties and allowances where they are regularly received,

6.6.1.1 Saturday, Sunday and shift penalties

6.6.1.2 disability allowances

tool allowances

6.6.1.3 on call allowance

6.6.1.4 first aid allowance

6.6.1.5 community language and signing work allowances.

provided that subject to the exclusions below and at clauses 11.2 and 22.3.5, an employee's ordinary pay during periods of paid leave under this Award shall not be more or less than what the employee would have received had the employee not been on paid leave.

6.6.2 The following allowances shall be excluded from the composition of ordinary pay:

6.6.2.1 overtime payments

6.6.2.2 camping allowance

6.6.2.3 travelling allowances

6.6.2.4 car allowances

6.6.2.5 meal allowances.

6.7 Days

Unless otherwise specified, any reference to 'days' shall mean calendar days.

6.8 Competency based training

Competency based training refers to training concerned with the attainment and demonstration of specified skills, knowledge and their application to meet industry standards.

6.9 Superannuation contributions

Superannuation contributions means all contributions to a complying superannuation fund, and includes (without limitation) any superannuation contributions required to be made under the Superannuation Guarantee (Administration) Act 1992 (Cth), and any additional superannuation contributions made by way of salary sacrifice.

6.10 Complying superannuation fund

Complying superannuation fund has the same meaning as in the *Superannuation Industry (Supervision) Act 1993* (Cth).

6.11 Seven day a week rotating roster system

Seven day a week rotating roster system means a work roster system in which the employee is regularly required to work:

6.11.1 ordinary hours on each of the seven calendar days of the week; and

6.11.2 ordinary hours on at least one Saturday and one Sunday in every four, or in the case of a seasonal worker an average of at least twelve Saturdays and twelve Sundays during a twelve month period; and

6.11.3 on Public Holidays; and

6.11.4 at different agreed commencement times during the roster period (i.e. different shifts)

provided that where, prior to the commencement of this Award, an employee regularly worked according to a roster system that the council regarded as a seven day a week rotating roster system, and the employee continues to work according to the same roster system, the roster system shall be deemed to be a seven day a week rotating roster system for that employee.

7. Skill Descriptors

The Award structure consists of skill based bands and levels that are defined according to the following skill descriptors:

7.1 Operational Band 1, Level 1

Authority and accountability: Completion of basic tasks with work closely monitored by the team leader or supervisor.

Judgement and problem solving: Judgement is limited and coordinated by other workers.

Specialist knowledge and skills: Specialist knowledge and skills are obtained through on-the-job training and council-based induction training. Off-the-job training may lead to trade, technical or professional qualifications.

Management skills: Not required.

Interpersonal skills: Limited to communications with other staff and possibly, with the public.

Qualifications and experience: Completion of School Certificate or the Higher School Certificate may be sought. Completion of an appropriate labour market program or similar short-term work / skills experience is desirable.

7.2 Operational Band 1, Level 2

Authority and accountability: Responsible for completion of basic tasks with individual guidance or in a team.

Judgement and problem solving: Applies standard procedures with normally few if any options in the application of skills.

Specialist knowledge and skills: Job specific skills and knowledge would normally be gained through on-the-job training and experience. Short courses may be completed at TAFE.

Management skills: Not required.

Interpersonal skills: Frequent communication with other staff and/or the public common but normally at a routine level.

Qualifications and experience: Incumbents may have attended short courses in specific work areas or be undertaking a technical college certificate as completion of structured training program in work-related area.

7.3 Operational Band 1, Level 3

Authority and accountability: Responsible for completion of regularly occurring tasks with general guidance on a daily basis.

Judgement and problem solving: Judgement is required to follow predetermined procedures where a choice between more than two options are present.

Specialist knowledge and skills: Application of skills, including machine-operation skills, following training "on the job" or accredited external training over a number of months.

Management skills: Some guidance/supervision may be required. May assist a co-ordinator / trainer with on-the-job training.

Interpersonal skills: Skills required for exchange of information on straightforward matters.

Qualifications and experience: Suitable experience or qualifications in a number of defined skill areas.

7.4 Operational Band 1, Level 4

Authority and accountability: Responsible for supervising staff in operational duties or for work requiring independence in the application of skills, subject to routine supervision. Responsible for quality of work function.

Judgement and problem solving: Option on how to approach tasks requires interpretation of problems and may involve precise judgement in operational areas.

Specialist knowledge and skills: The number of work areas in which the position operates makes the work complicated and a variety of skills are required in its completion. Position may require competence in operation of complex machinery.

Management skills: Supervisory skills in the communication of instructions, training and the checking of work may be required.

Interpersonal skills: Skills are required to convince and explain specific points of view or information to others and to reconcile differences between parties.

Qualifications and Experience: Experience to adapt procedures to suit situations and a thorough knowledge of the most complex operational work procedures to achieve work objectives.

7.5 Administrative/Technical/Trades Band 2, Level 1

Authority and accountability: Responsible for the completion of work requiring the application of trades, administrative or technical skills.

Judgement and problem solving: Skills in assessing situations and in determining processes, tools and solutions to problems. Guidance is available.

Specialist knowledge and skills: Positions will have demonstrated competence in a number of key skill areas related to major elements of the job.

Management skills: Positions may require skills in the supervision or co-ordination of small groups.

Interpersonal skills: Communication skills to explain situations or advise others.

Qualifications and experience: Appropriate work-related trade, technical or administrative qualifications or specialist skills training.

7.6 Administrative / Technical / Trades Band 2, Level 2

Authority and accountability: Responsibility as a trainer/co-ordinator for the operation of a small section which uses staff and other resources, or the position completes tasks requiring specialised technical / administrative skills.

Judgement and problem solving: Skills to solve problems which require assessment of options with freedom within procedural limits in changing the way work is done or in the delegation of work. Assistance may be readily available from others in solving problems.

Specialist knowledge and skills: Positions will have specialised knowledge in a number of advanced skill areas relating to the more complex elements of the job.

Management skills: May require skills in supervising a team of staff, to motivate and monitor performance against work outcomes.

Interpersonal skills: In addition to interpersonal skills in managing others, the position may involve explaining issues/policy to the public or others and reconcile different points of view.

Qualifications and experience: Thorough working knowledge and experience of all work procedures for the application of technical / trades or administrative skills, based upon suitable certificate or post-certificate-level qualifications.

7.7 Administrative / Technical / Trades Band 2, Level 3

Authority and accountability: May be responsible to provide a specialised / technical service and to complete work which has some elements of complexity. Make recommendations within council and represent council to the public or other organisations.

Judgement and problem solving: Problem solving and judgements are made where there is a lack of definition requiring analysis of a number of options. Typical judgements may require variation of work priorities and approaches.

Specialist knowledge and skills: Positions have advanced knowledge and skills in a number of areas where analysis of complex options is involved.

Management skills: May supervise groups of operational and / or other administrative / trades / technical employees. Employees supervised may be in a number of different work areas, requiring motivation, monitoring and co-ordination to achieve specific outputs.

Interpersonal skills: Skills to communicate with subordinate staff and the public and/or negotiation / persuasive skills to resolve disputes with staff or the public.

Qualifications and experience: An advanced certificate, associate diploma, appropriate in-house training or equivalent combined with extensive experience in the application of skills in the most complex areas of the job.

7.8 Professional / Specialist Band 3, Level 1

Authority and accountability: Provides specialised / technical services to complete assignments or projects in consultation with other professional staff. May work with a team of technical or administrative employees requiring the review and approval of more complex elements of the work performed by others.

Judgement and problem solving: Problems require assessment of a range of options having elements of complexity in reaching decisions and making recommendations. Precedent is available from sources

within the council, and assistance is usually available from other professional / specialist staff in the work area.

Specialist knowledge and skills: Positions require considerable knowledge in a specific area with a sufficient level of skills and knowledge to resolve issues having elements of complexity that may not be clearly defined.

Management skills: Positions at this entry level to the Professional / Specialist Band are not required to possess management skills.

Interpersonal skills: Persuasive skills are required to participate in technical discussions to resolve problems, explain policy and reconcile viewpoints.

Qualifications and experience: Professional / specialist positions require professional qualifications to apply theoretical knowledge to practical situations.

7.9 Professional / Specialist Band 3, Level 2

Authority and accountability: Provides a specialised/technical service in the completion of work and / or projects which have elements of complexity (composed of many parts that may be more conceptual than definite).

Judgement and problem solving: Positions require the interpretation of information and development of suitable procedures to achieve agreed outcomes. Problem solving and decision making require analysis of data to reach decisions and / or determine progress.

Specialist knowledge and skills: Experience in the application of technical concepts and practices requiring additional training are required at this level.

Management skills: May manage a number of projects involving people and other resources requiring project control and monitoring as well as motivation and co-ordination skills.

Interpersonal skills: Interpersonal skills in leading and motivating staff in different teams / locations may be required, as well as persuasive skills to resolve problems or provide specialised advice.

Qualifications and experience: Positions at this level would have supplemented base level professional qualifications with additional skills training. Considerable practical experience or skills training would be required to effectively control key elements of the job.

7.10 Professional / Specialist Band 3, Level 3

Authority and accountability: Provides a professional advisory role to people within or outside council. Such advice may commit the council and have significant impact upon external parties dealing with council. The position may manage several major projects or sections within a department of the council.

Judgement and problem solving: Positions have a high level of independence in solving problems and using judgement. Problems can be multi-faceted requiring detailed analysis of available options to solve operational, technical or service problems.

Specialist knowledge and skills: The skills and knowledge to resolve problems where a number of complex alternatives need to be addressed.

Management skills: May be required to manage staff, resolve operational problems and participate in a management team to resolve key problems.

Interpersonal skills: Interpersonal skills in leading and motivating staff may be required. Persuasive skills are used in seeking agreement and discussing issues to resolve problems with people at all levels. Communication skills are required to enable provision of key advice both within and outside council and to liaise with external bodies.

Qualifications and experience: Tertiary qualifications combined with a high level of practical experience and an in-depth knowledge of work.

7.11 Professional / Specialist Band 3, Level 4

Authority and accountability: Accountable for the effective management of major sections or projects within their area of expertise. As a specialist, advice would be provided to executive level and to council on major areas of policy or on key issues of significance to the organisation. The position's influence would have an important role in the overall performance of the function.

Judgement and problem solving: Positions would determine the framework for problem solving or set strategic plans with minimal review by senior management. At this level, the position may represent senior management or council in the resolution of problems. The oversight of problem solving and assessment of the quality of judgements made by less qualified staff will apply at this level.

Specialist knowledge and skills: Positions require knowledge and skills for the direction and control of a key function of council or major functions within a department. Positions require expert knowledge and skills involving elements of creativity and innovation in addressing and resolving major issues.

Management skills: Positions may direct professional or other staff in the planning, implementation and review of major programs, as well as participating as a key member of a functional team.

Interpersonal skills: Interpersonal skills in leading and motivating staff will be required at this level. Positions require the ability to negotiate on important matters with a high degree of independence. Positions are required to liaise with the public and external groups and organisations.

Qualifications and experience: Specialist tertiary qualifications in an appropriate field of study combined with extensive practical experience in all relevant areas in order to plan, develop and control major elements of work.

7.12 Executive Band 4

Authority and accountability: Accountable for the direction and control of council or a department or the like. Influence and commit council or a department or the like to long-term strategic directions. Lead policy development and implementation.

Judgement and problem solving: Positions solve problems through analytic reasoning and integration of wide-ranging and complex information, and have a high level of independence in determining direction and approach to issues.

Specialist knowledge and skills: The position requires the application of a range of specialist knowledge and skills, including relevant legislation and policies and other areas of precedent. Ability to provide authoritative advice to council.

Management skills: Application of corporate management skills in a diverse organisation to establish goals and objectives. Manage and control staff, budgets and work programs or major projects of council or a department or the like utilising leadership, evaluation and monitoring skills to facilitate achievement of objectives. Ability to generate innovative approaches to more effectively deploy resources, meet changing circumstances and improve service to the council's clients.

Interpersonal skills: Positions use persuasive skills with external parties on major items of critical importance to council. They motivate managers and staff at all levels by leading and influencing others to achieve complex objectives. They influence the development of the council.

Qualifications and experience: Positions will have a relevant degree or equivalent and management experience, combined with accredited management qualifications.

8. Rates of Pay

8.1 Salary System

Council will maintain the salary system to complement the skills-based structure and rates of pay of this Award. The Salary System is a schedule of this award.

8.2 Weekly Rates

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW) are set out in Table 1, of Part B, of this Award (i.e. the rates applicable under the Council's salary system).

The actual weekly rates of pay applying to employees of Goldenfields Water County Council, save and except for employees designated as 'senior staff' pursuant to the *Local Government Act 1993* (NSW) set out in Table 1 of Part B of this award (i.e. the rates applicable under council's salary system) shall be increased as follows:

8.2.1 on the first full pay period commencing on or after 1 November 2010, by 3%; and

8.2.2 on the first full pay period commencing on or after 1 July 2011, by 4.25%

8.2.3 on the first full pay period commencing on or after 1 July 2012, by 3.75%

8.2.4 on the first full pay period commencing on or after 1 July 2013 by 3.75%

8.3 Upon reaching the nominal expiry date of this Award

Upon reaching the nominal expiry date of this Award on 30 June 2014, the parties agree that increases in weekly rates of pay under the State Award shall be automatically incorporated into Council's salary system and will have the same operative date as the Award increases (such increases are not to be absorbed into Council's salary system). It is acknowledged that these increases represent the minimum increases to be awarded at the enterprise level and that the Union(s) may seek to negotiate over Award payments once this award has expired.

8.4 Workers Compensation

The current weekly rate of pay of an employee for the purposes of the *Workers Compensation Act 1987* (NSW), shall be the rate paid to the employee under Council's salary system.

9. Salary System

9.1 A salary system determines how employees are paid. An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.

9.2 The salary system shall have a structure that complements the entry level rates of pay and skill descriptors in the Award by identifying grades. Each grade shall contain a number of salary points/steps for progression that are over and above the entry level rates of pay.

9.3 Positions shall be assigned a salary grade(s) within the structure. A position may extend across more than one grade in council's salary system or level as prescribed by Clause 7 Skills Descriptors of this Award.

9.4 Progression through the salary system shall be based upon the acquisition and use of skills. Where skills based progression is not reasonably available within the salary range for the position, employees shall have access to progression based on the achievement of performance objectives relating to the position. Such performance objectives shall be developed in consultation with the consultative committee listed in clause 30 with the intent to reach agreement in this forum. Where performance objectives have not been provided employees shall progress annually in accordance with the savings and transitional provisions in clause 38.

- 9.5 Subject to subclause 9.4, skills for progression relevant to the position shall be assigned to each salary point/step within the grade, or set at the annual assessment provided that such criteria shall provide an opportunity to progress through the salary system.
- 9.6 Except where otherwise provided, employees shall be assessed for progression through the salary range for their position at least annually or when they are required to use skills that would entitle them to progress in the salary system.
- 9.7 Council shall not be required to conduct annual assessments for those employees who have progressed through the salary system to the maximum point/step for their position, provided that if an employee on or above the maximum point/step for their position requests an annual assessment in writing, council will provide one.
- 9.8 At the time of assessment, council shall advise the employee of the skills and/or the performance objectives required for the employee to progress to the next salary point/step and shall review the employee's training needs.
- 9.9 The salary system shall include a process by which employees can appeal against their assessment.
- 9.10 Employees shall have access to information regarding the grade, salary range and progression steps of the position.
- 9.11 Where a council changes its salary system structure employees shall not suffer a reduction in pay or salary range.

10. Use of Skills

- 10.1 The parties are committed to improving skill levels and removing impediments to multi skilling and broadening the range of tasks that the employee is required to perform.
- 10.2 The council may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training.
- 10.3 An employee shall be paid the salary system rate of pay that recognises the skills the employee is required to apply on the job.
- 10.4 The skills paid for shall not be limited to those prescribed by the job description and may, where appropriate, include skills possessed by the individual which are required by council to be used as an adjunct to the employee's normal duties.
- 10.5 Subject to clause 15. Allowances, Additional Payments and Expenses, 15.8 First Aid Work Allowances, employees who are required by council to use such additional skill(s) in the performance of their duties shall have the use of these skill(s) considered in the evaluation of the position.

11. Payment for Relief Duties/Work

- 11.1 An employee required to relieve in a position which is at a higher level within the salary system shall be paid for that relief. The rate to be paid shall be determined by considering the skills / experience applied by the employee relieving in the position but shall be at least the minimum rate for that position in accordance with the salary system except where the higher level skills have been taken into account within the salary of the relieving employee.
- 11.2 Payment for use of skills relieving in a higher paid position shall be made for the time actually spent relieving in the higher position and is not payable when the relieving employee is absent on paid leave or an award holiday. An employee on annual leave may be entitled to a higher rate of pay in accordance with the provisions of Clause 22.3.5 of this Award.

- 11.3 An employee under this Award who is required to relieve in a senior staff position, so designated under the *Local Government Act 1993* (NSW), shall be paid an appropriate rate of pay commensurate with the duties and responsibilities of the relief work undertaken.

12. Payment of Employees

- 12.1 Employees shall be paid fortnightly or any other period by agreement on a fixed regular pay day.
- 12.2 Council shall fix a regular payday, between Monday and Friday inclusive. Council may alter the payday if there is prior agreement with the employees affected and the employees shall not unreasonably withhold their agreement.
- 12.3 Payment shall be by cheque or direct credit to the employee's nominated account.
- 12.4 The council shall be entitled to deduct from the employee's pay such amounts as the employee authorises in writing.
- 12.5 An employee's ordinary pay shall not be reduced when the employee is prevented from attending work due to bushfire or other climatic circumstances beyond their control, provided that this subclause shall not apply if:
- 12.5.1 alternative duties are available that the employee can usefully perform, or
- 12.5.2 the bushfire or other climatic circumstance occurred outside of the State of New South Wales.

13. Salary Sacrifice

- 13.1 Employees may participate in a salary packaging scheme. A salary packaging arrangement will be cost neutral to Council.
- 13.2 Council and an employee may agree to enter into a salary sacrifice arrangement, which allows an employee to receive a part of their pre tax salary as a benefit rather than salary. Such agreement shall not unreasonably be withheld.
- 13.3 Benefits that may be salary sacrificed include, but shall not be limited to, child care facilities operated by council on its premises; and additional superannuation and motor vehicles supplied by council under lease back arrangements where the amount to be salary sacrificed for leaseback of a council motor vehicle is that part of the lease back fee that exceeds council's fringe benefit tax liability.
- 13.4 The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable.
- 13.5 The salary sacrifice arrangement, including the benefits to be salary sacrificed and their value including fringe benefit(s) tax, shall be in writing and signed by both council and the employee.
- 13.6 The employee may request in writing to change the benefits to be salary sacrificed once each year and the council shall not unreasonably refuse the request.
- 13.7 The employee's gross pay is their pre tax ordinary pay less the values of the salary sacrifice benefit including fringe benefit(s) tax.
- 13.8 The value of a salary sacrifice benefit and applicable fringe benefit tax, shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's salary for employer contributions.
- 13.9 The value of salary sacrifice benefits and applicable fringe benefits tax shall be treated as ordinary pay for the purposes of calculating overtime and termination payments.

- 13.10 The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- 13.11 The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws.
- 13.12 The council has the right to vary and/or withdraw from offering salary sacrifice to employees with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- 13.13 A salary sacrifice arrangement shall cease on the day of termination of employment.
- 13.14 A salary sacrifice arrangement shall be suspended during periods of leave without pay.
- 13.15 Council may maintain and/or enter into other salary sacrifice arrangements with employees.

14. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act 1996* (NSW), Council shall make superannuation contributions for current employees to their nominated Superannuation Fund. As at the commencement of this Award Council shall make superannuation contributions for new employees to the Local Government Superannuation Scheme and not to any other superannuation fund.

14.1 Additional Employer Superannuation Contribution

All employees will receive a 1% increase to their employer superannuation contribution in addition to their existing arrangements effective from 1 July 2011 (SGC + 1%) with a further 1% increase effective from 1 July 2012 (SGC + 2%) with a further 1% increase effective from 1 July 2013(SGC + 3%).

15. Allowances, Additional Payments and Expenses

15.1 Telephones

An employee who is required to have a telephone at their home for Council purposes shall be compensated in either of the following ways:

15.1.1 Reimbursement of fees and charges

Reimbursement of the annual rental fees and charges plus either:

- 15.1.1.1 an allowance of \$5.00 per week for the cost of calls in connection with Council's business, or
- 15.1.1.2 in the event of the actual cost of outgoing calls made in connection with Council's business being, for any particular week, demonstrated to exceed \$5.00, the actual cost of such calls;

or alternatively, at the discretion of the Council:

15.1.2 Discretionary provision of mobile phone

Where required, a mobile telephone will be provided by Council with all associated business usage costs including rental, message bank, etc. being met by Council. Private usage of the phone will be charged to the employee at the applicable Council plan rate.

15.2 Living away from home

15.2.1 Accommodation

An employee required to work at a distance from the employee's usual residence, and who is required to remain at the location overnight shall be provided with accommodation of at least an NRMA rating of three stars in single accommodation, or if such standard of accommodation is not available, other accommodation as may be agreed to between Council and the affected employee/s, and a monetary compensation will be paid to the employee/s which will be the difference between the nearest three star accommodation and the actual accommodation provided.

15.2.2 Incidentals

In addition to 15.2.1 above, Council shall pay for breakfast, evening meals and all reasonable incidental expenses (as approved by the General Manager) incurred as a result of the requirements to live away from home. This shall include but not limited to reasonable costs incurred for carer's responsibilities such as:

15.2.2.1 Child Care - After school care

15.2.2.2 Relatives costs to provide assistance due to the spouses absence.

15.3 Disability Allowances

15.3.1 A disability allowance in addition to the weekly rate of pay shall be payable to designated employees to compensate for the special disabilities associated with the nature of duties performed by outdoor staff.

This allowance shall be paid at the rate set out in Table 2 of Part B of this Award and shall be paid for all purposes of the Award but shall not attract any penalty. The following employees shall be entitled to be paid the allowance:

15.3.1.1 All employees in Levels 2, 3 and 4 of the Operational Band 1 and employees engaged in the gardening, building, metal and mechanical trades of the Administrative / Technical / Trades Band 2.

Excepting staff engaged in the following functions:

Administration
Finance
Supervising in Band 2
Technical Services
Employees recognised in clause 15.3.2 below

15.3.2 Employees in the following classifications (excluding supervisors), who are recognised as working regularly in open trenches shall in addition to their weekly rate of pay, be paid a disability allowance at the rate set out in Table 2 of Part B of this Award. This allowance shall be paid for all purposes of the Award but shall not attract any penalty.

Distribution Group Members (including shared duties)
Construction Group Members
Welders

The disability allowance is to compensate for the special disabilities associated with the hours worked and the offensive, filthy and obnoxious nature of duties performed by employees engaged in this work.

15.4 Employee Providing Tools

15.4.1 Where the employee and the council agree that the employee shall supply their own tools, a tool allowance shall be paid as follows: -

	Per Week \$
Metals and Mechanical Trades	Table 2 of Part B

15.4.2

Complete Tool Kits - allowances paid to employees in accordance with this clause shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the trade, occupation, duties and functions.

15.4.3

Special Purpose Tools - allowances prescribed by this clause shall not cover tools required for special uses or purposes outside of the ordinary trade functions of the employee's classification.

15.4.4 Compensation of Tools

The council shall reimburse the employee to a maximum per annum as set out in Table 2 of Part B for loss of tools by breaking and entering whilst securely stored at the council's premises or on the job site or if the tools are lost or stolen while being transported by the employee at the council's direction, or if the tools are stolen during an employee's absence after leaving the job because of injury or illness. Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

15.4.5 Provided for the purposes of this clause:

- 15.4.5.1 Only tools used by the employee in the course of their employment shall be covered by this clause;
- 15.4.5.2 The employee shall, if requested to do so, furnish the council with a list of tools so used;
- 15.4.5.3 Reimbursement shall be at the current replacement value of new tools of the same or comparable quality;
- 15.4.5.4 The employee shall report any theft to the police prior to making a claim on the council for replacement of stolen tools.

15.5 Certificates and Licences

15.5.1 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a WorkCover NSW approved certificate or licence Council shall reimburse the employee for the cost of such certificate or licence.

15.5.2 Where an employee in Operational Band 1 or Administrative/Technical Trades Band 2 of this Award is required by Council to hold a drivers licence other than a Class C (car) or Class R (rider) licence, Council shall reimburse the employee the difference between the cost of the licence and the cost of a Class C (car) drivers licence.

15.6 Vehicle Allowances

15.6.1 Where, by agreement, an Council requires an employee to use their own vehicle in or in connection with the performance of their duties for official business, such employee will be paid an allowance for each kilometre of authorised travel as follows: -

15.6.1.1 motor vehicle under 2.5 litres (normal engine capacity) - refer to Table 2 of Part B; and

15.6.1.2 2.5 litres (normal engine capacity) and over - refer to Table 2 of Part B.

15.6.2 Council may require an employee to record full details of all such official travel requirements in a log book.

15.6.3 Minimum quarterly payment - Where the vehicle is used for official business and is available continuously when the employee is on duty the employee shall be paid the allowance but with a minimum payment as set out in Table 2 of Part B. Periods of sick leave in excess of 3 weeks, annual leave in excess of 4 weeks, long service leave, paid and unpaid maternity leave shall not be counted when calculating the minimum quarterly payment.

15.6.4 Where the car is used for official business on an intermittent, irregular or casual basis, the employee shall be paid the allowance for the number of kilometres travelled on official business as set out in paragraph 15.6.1 and shall not be entitled to the minimum payment as set out in paragraph 15.6.3.

15.6.5 Any agreement to pay the allowance under this clause may only be terminated by 12 months notice by either party or by the employee's termination of employment.

15.7 Travelling Allowance

15.7.1 This subclause shall apply to employees who are required to start and / or finish at a location away from the council depot, workshop or other agreed starting point.

15.7.2 For the purposes of this subclause "normal starting point" shall mean:

15.7.2.1 the council workshop or depot;

15.7.2.2 a council office or building to which the employee is usually assigned;

15.7.2.3 any other agreed starting and / or finishing point.

15.7.3 Where more than one starting point is fixed each employee shall be attached to one starting point only. An employee may be transferred to a different normal starting point at any time by agreement or by the giving of reasonable notice provided that the relocation is reasonable in the circumstances and does not unreasonably disadvantage the employee. In the event of a dispute Clause 32, Grievance and Dispute Procedures, shall apply.

15.7.4 An employee who is required to commence and / or finish work at a location away from the employee's normal starting point at the normal starting and / or finishing times or is required to start or finish overtime work at a location away from the normal starting point shall be paid a travelling allowance as follows; -

Where the employee works at a distance from the employee's residence greater than:

3km but not more than 10km	Table 2 of Part B
More than 10km but not more than 20km	Table 2 of Part B
More than 20km but not more than 33km	Table 2 of Part B
More than 33km but not more than 50km	Table 2 of Part B
Plus (See Table 2 of Part B) for each additional 10km in excess of 50kms.	Table 2 of Part B

15.7.5 For the purpose of this subclause a residence shall not be reckoned as such unless it is situated within the council area. Where the employee resides outside the council area the travelling allowance is payable from the council boundary of the council by which they are employed.

- 15.7.6 For the purpose of this subclause distance shall mean the nearest trafficable route to work.
- 15.7.7 Where transport is provided by Council the conveyance shall have suitable seating accommodation and a cover to protect the employees from the weather. Explosives shall not be carried on vehicles which are used for the conveyance of employees.
- 15.7.8 Where Council requires an employee to use their own vehicle to transport other employee(s) or materials to the worksite to commence and/or finish work at a location away from the employee's normal starting point at the normal starting and/or finishing times or is required to start or finish overtime work at a location away from the normal starting point, a car allowance for the use and depreciation of the vehicle shall be paid as follows:

	Kilometres travelled transporting other employee(s) or materials Cents per kilometre
Under 2.5 litres (nominal engine capacity)	Table 2 of Part B
2.5 litres (nominal engine capacity) and over	Table 2 of Part B

Such car allowance shall be paid in addition to travelling allowances provided by this subclause.

For the purposes of this subclause, materials shall not include incidental items (including but not limited to keys, mobile phones, lap-top computers and personal protective clothing).

Where Council provides transport but the employee elects to make their own travel arrangements, the vehicle allowances in this subclause shall not apply.

- 15.7.9 This subclause shall not apply where an employee commences and/or finishes work at a worksite which lies between the employee's place of residence and the employee's normal starting point, provided that reasonable transport is available and the employee travels no further than ordinarily travelled to the normal starting point.
- 15.7.10 This subclause does not apply to employees who travel where management and employees agree on a flat rate per week to be paid for travelling. In the event of a dispute, the Grievance and Disputes Procedure in Clause 32 of this Award shall be applied.
- 15.7.11 This subclause does not apply to travelling involved in after hours on-call work or to employees recalled to work overtime.
- 15.7.12 Unless otherwise agreed, an employee shall not be entitled to travel related allowances except those provided for in this subclause. Nothing in this subclause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any existing travel arrangements.

15.8 First Aid Work

Where an employee is required by Council to be in charge of a first aid kit and/or to administer first aid and the use of such adjunct skills are not paid for in accordance with the salary system established by the Council, the employee shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

15.9 Meal Allowance

15.9.1 A meal allowance set out in Table 2 of Part B shall be paid to employees instructed to work overtime:

- 15.9.1.1 for two hours or more prior to their agreed commencing time, or

15.9.1.2 for two hours immediately after their agreed finishing time and after subsequent periods of four hours, or

15.9.1.3 after each four hours on days other than ordinary working days

provided that a meal allowance is not payable where, by agreement, a meal is provided by the employer.

15.10 Civil Liability - Engineering Professionals

15.10.1 Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the Council, an employee who is an engineering professional:

15.10.1.1 is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of; and

15.10.1.2 such assets may give rise to liability under the *Civil Liability Act 2002* (NSW)

shall be paid an allowance in addition to the weekly rate, as set out in Table 2 of Part B.

15.10.2 The provision in (.1) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date this Award was made.

15.11 Accreditation of council employees by the Building Professionals Board

Where an employee is required by council to be accredited by the Building Professionals Board under the *Building Professionals Act 2005* (NSW) the Council shall:

15.11.1 pay the reasonable costs associated with obtaining and/or maintaining such accreditation, including the cost of accreditation fees and compulsory continued professional development training/course fees, and

15.11.2 grant paid leave to attend course requirements in accordance with subclause (4) of Clause 29, Training and Development, of this Award.

16. Motor Vehicle Leaseback

16.1 General

The parties to this Award recognise that leaseback vehicles may be provided to employees as a condition of employment (e.g. as an incentive for accepting employment) or as a discretionary benefit that is not a condition of employment.

A leaseback vehicle will be considered to be a condition of employment for an employee unless it was clearly identified that it was not being provided on such a basis at the time that it was provided.

Factors to consider when determining whether a leaseback vehicle is a condition of an employee's employment include:

16.1.1 Whether the vehicle was offered as an incentive to attract and/or retain the employee; and

16.1.2 The period that the employee has had access to a leaseback vehicle.

16.2 Termination of leaseback vehicle arrangement

16.2.1 Condition of employment - Unless otherwise provided in this clause, where Council and an employee enter into a leaseback vehicle arrangement and the employee is entitled to a leaseback vehicle as a condition of employment, the arrangement may only be terminated by agreement.

16.2.2 Not a condition of employment - Unless otherwise provided, where Council and an employee enter into a leaseback vehicle arrangement and the employee is not entitled to a leaseback vehicle as a condition of employment, Council shall give a minimum of twelve (12) months written notice of termination of the arrangement.

16.2.3 Other - Council may terminate or suspend access to a leaseback vehicle arrangement immediately on termination of employment, loss of licence, serious breach of the leaseback vehicle agreement or if the employee accepts a new position with Council that does not include access to a leaseback vehicle.

16.3 Variation of leaseback vehicle arrangements

16.3.1 Variations to leaseback arrangements - Proposals to vary leaseback vehicle arrangements, including the formula for calculating the leaseback vehicle fee shall be referred to Council's Consultative Committee.

16.3.2 Variations to leaseback fees - Council shall not increase the leaseback vehicle fee an employee is required to pay in any one year by more than ten (10) percent or the percentage movement in the index figure published by the Australian Bureau of Statistics for Eight Capitals, private motoring sub-group (Cat No 6401.0), whichever is the greater. This subclause shall not apply where the leaseback vehicle fee is adjusted to reflect changes in the type of vehicle being used (including changes in vehicle options, the class, model or make of vehicle).

16.3.3 Variations in hours of work and/or extended periods of absence - Where an employee's hours of work change significantly or the employee is absent on approved leave for an extended period, Council and the employee shall discuss whether the employee will be allowed to retain possession of the vehicle and/or whether the leaseback vehicle fee is to be adjusted. In the event that the leaseback vehicle fee is to be adjusted, subclause (16.3.2) above shall not apply. In the absence of agreement, Clause 32, Grievance and Disputes Procedures, shall apply.

17. Residence

Where an employee is supplied by Council with a residence, it shall be of a reasonable standard. The rental value of such residence shall be agreed upon between Council and the employee. The rental value as agreed may be deducted from the pay of the employee.

18. Hours of Work

18.1 General

18.1.1 Spread of Hours

Council and its employees agree that the following fundamental objectives shall be considered in determining how an employee's working hours are to be structured under this Award:

18.1.1.1 the most efficient means of delivery of services;

18.1.1.2 the most effective way of servicing the customer; and

18.1.1.3 the most effective way of meeting employees' needs for satisfying work, personal development, health and workplace safety.

18.1.2 Starting and Finishing Times

The starting and finishing times within the spread of hours provided by this clause shall be as determined by Council in consultation with the employees concerned.

18.1.3 Ordinary Hours of Work

18.1.3.1 The ordinary hours for all employees shall be worked between 6:00a.m. and 6:00p.m., Monday to Friday.

18.1.3.2 Except as otherwise provided in a Workplace Agreement, the ordinary hours for all employees shall be 76 hours per fortnight worked on nine weekdays in any two week cycle.

18.1.3.3 The ordinary hours of work for employees, except as otherwise provided in a Workplace Agreement, engaged in the following functions shall be 70 hours per fortnight worked on nine weekdays in any two week cycle:

Administration;

Engineering (Professional and Trainees);

Executive Band;

Finance;

18.1.3.4 Management will, in conjunction with the employees concerned, arrange rosters which will ensure that both Council and employees are able to derive maximum benefit from rostered days off; and to ensure that conflicts between rostered days and public holidays do not occur. It is, however, acknowledged that, in order to meet anticipated customer service commitments and minimum staffing levels, it may not always be possible to schedule all rostered days for all employees on Mondays or Fridays; and that there may be occasions when Council will seek to negotiate and implement mutually acceptable arrangements with individual employees for an alternative day off during a particular period.

18.1.3.5 Employees, either at Council's request or on their own request and with the approval of Council, may defer up to four rostered days off per annum. Such deferred days shall be added to and taken from the employee's annual leave.

18.1.3.6 Alternatively where, at Council's request and with the concurrence of the employee concerned, an employee works on a rostered day off, such employee may elect to be paid for such day in lieu of its deferral. Payment for any "rostered day off" worked in accordance with this subclause shall be made at the same rates as provided in this Award for working on an ordinary Saturday; without further entitlement following such payment.

18.1.3.7 Employees called out to perform duties either in their capacity as an on call officer or just as a call-out giving rise to a ten hour break on the following day as required by clause 19 of this Award, and the following day is an RDO, then the employee/s shall have the right to defer their RDO to another mutually agreed time.

18.2 Water treatment plant work

18.2.1 Jugiong plant - existing employees

18.2.1.1 Shift work

- 18.2.1.1.1 Shift workers are required to work a five plus four day, two shift system, spread over nine weekdays and, except as provided hereunder, generally in accordance with the provisions of Clause 18.1.
- 18.2.1.1.2 The ordinary working hours of such employees shall not exceed 76 hours in any 14 consecutive days.
- 18.2.1.1.3 A shift allowance of 15% of the ordinary daily rate of pay shall be paid to shift workers provided for in this subclause for work on any shift which starts or finishes outside the times of 7:00 am and 5:00 pm.
- 18.2.1.1.4 The method of working shifts may in any case be varied by agreement between Council and the affected employee(s) to meet the circumstances of the establishment. The times of commencing and finishing shifts may be varied by agreement between Council and such employees to meet the circumstances of the establishment or, in the absence of agreement, by seven days' notice of alteration given by Council to the affected employee(s).
- 18.2.1.1.5 In agreement with their Supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed, provided there is no disruption to normal Plant operations.
- 18.2.1.1.6 The shift roster is to commence on a weekday for a seven day period, of which the ordinary weekdays will be worked on a shift work basis and weekend days (and any public holidays) shall be worked and paid for in accordance with subclause 18.2.1.2 hereunder. Employees will continue to rotate duties between "operation" and "maintenance" each alternate week.
- 18.2.1.2 Weekend work
- 18.2.1.2.1 An employee required to undertake pre-arranged duties at the Plant on Saturdays, Sundays and/or Award Holidays will be paid the amount set out in the Annexure to this Award for each day so worked, with such payment being inclusive of payment for the first four hours of overtime work performed during each rostered day. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.
- 18.2.1.2.2 Normal overtime penalty rates will accrue after four hours of work performed on any such Saturday, Sunday or Award Holiday.
- 18.2.1.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted one day additional annual leave.
- 18.2.1.3 Meal times - shift workers - Shift workers shall be allowed, in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly.
- 18.2.1.4 Overtime meal breaks - shift work - Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

18.2.2 Pre-arranged and emergent work (All Plants)

The following provisions shall apply to employees other than those to whom Clause 18.2.1.2.1 above applies, whether usually engaged on a "shift work" or "normal hours" basis; whose place of residence (whether or not it is supplied by Council) is within 400 metres of a major Water Supply Headworks and/or Treatment Facility (i.e. Oura or Jugiong) and who are required to undertake pre-arranged overtime duties at such Facility.

- 18.2.2.1 An employee required to undertake pre-arranged duties at a Plant on Saturdays, Sundays and/or Award Holidays, together with incidental emergent duties outside working hours throughout the week, will be paid the amount set out in the Annexure to this Award for each week so worked, with such payment being inclusive of payment for the first four hours of overtime work performed during each week. These four hours shall be calculated on an hour-for-hour basis for all time worked in accordance with this subclause.
- 18.2.2.2 Normal overtime penalty rates will accrue after four hours of work performed in any such week.
- 18.2.2.3 For each Award Holiday on which an employee is required to undertake pre-arranged overtime, the employee shall be granted one day additional annual leave.
- 18.2.2.4 The requirement of this Clause to undertake incidental emergent duties is not a requirement to be available for "on call" duties pursuant to Clause 19.2 of this Award; and the provisions of 6 are specifically excluded from any application under this Clause.
- 18.2.2.5 In the event of Council requiring an employee to work concurrently under both the provisions of this Clause and the "on call" Clause (18.2), all time worked on, and conditions stipulated for, each set of duties shall stand separately and be paid separately and cumulatively.

19. Overtime

19.1 General

- 19.1.1 It shall be a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Council.
- 19.1.2 Except to the extent that, either under or prior to the making of this Award, a supplementary or annualised payment has been incorporated into the ordinary pay of individual employees, overtime shall be worked and paid for in accordance with this Award.
- 19.1.3 Except where otherwise provided all time worked by direction before the agreed commencement of ordinary hours, or later than the agreed completion of ordinary hours, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.
- 19.1.4 Overtime worked on Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided any overtime worked after 12 noon Saturday shall be at double time.
- 19.1.5 Overtime worked on Sunday shall be paid for at the rate of double time.
- 19.1.6 Overtime shall be claimed within 30 days of it being worked. Council shall keep a record of such overtime. Overtime accruals shall not be forfeited and shall be paid at the appropriate overtime rate on termination or at other agreed time.

19.1.7 An employee (other than a casual) who works four or more hours overtime:

19.1.7.1 between the completion of ordinary work on one shift and the commencement of ordinary work on the next shift so that they have not had at least ten (10) consecutive hours off duty between those times, or

19.1.7.2 on days other than ordinary working days so that they have not had ten (10) consecutive hours off duty in the fourteen (14) hours preceding the employee's ordinary commencement time on the next ordinary working day,

shall be released after completion of such overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary rates until released from duty and then shall be entitled to a ten hour break without loss of pay.

This subclause only applies to employees who are on call or called back to work:

19.1.7.3 for four hours or more, or

19.1.7.4 on consecutive days without having had a ten hour break, or

19.1.7.5 on more than one occasion during the day outside of the four hour period.

19.1.8 Where there is prior agreement between Council and the employee, an employee directed to work in excess of ordinary hours may elect either to be paid the appropriate overtime rate or be granted time in lieu equivalent to the actual hours worked. This subclause shall not apply to employees who are on call or called back to work.

19.1.9 Employees classified in the Executive Band 4 of this Award may be required, in addition to their ordinary hours, to attend meetings of Council and standing and / or special committee meetings. For the purpose of this subclause, an employee who is required to attend meetings of Council and standing and / or special committee meetings shall be entitled to claim overtime for actual hours worked after 11.00 pm.

19.1.10 Subject to paragraph 19.1.11, Council may require an employee to work reasonable overtime at overtime rates.

19.1.11 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

19.1.12 For the purposes of paragraph 19.1.11, what is unreasonable or otherwise will be determined having regard to:

19.1.12.1 any risk to the employee;

19.1.12.2 the employee's personal circumstances including any family and carer responsibilities;

19.1.12.3 the needs of the workplace;

19.1.12.4 the notice, if any, given by the employer of the overtime and by the employee of their intention to refuse it; and

19.1.12.5 any other matter.

19.2 On call

19.2.1 An employee is "On Call" if Council requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The On Call period will commence on a weekday for a seven day period. It is intended that no employee will be required to participate in an On Call roster for any more than two weeks in any ten week period. To allow Council flexibility when faced with unforeseen staff shortages, employees may be required to undertake additional on call periods however such additional periods are not to exceed five weeks in any ten week period.

On Call work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

19.2.2 An employee required to be On Call will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being inclusive of payment for the first four hours of call out work performed during each rostered period. These four hours shall be calculated on an hour-for-hour basis inclusive of Saturday, Sunday and Award Holidays.

19.2.3 Normal overtime penalty rates will accrue after four hours of work performed during the On Call period.

19.2.4 For each Award Holiday on which an employee is On Call, the employee shall be granted one day additional annual leave.

19.2.5 When an On Call officer has performed duties, a minimum rest period of ten hours will be provided following the completion of the last activity and prior to the resumption of normal work.

19.2.6 An On Call employee must be able to be contacted and commence duty in response to a call-out within 15 minutes.

19.3 Call Back

19.3.1 For the purposes of this Award, an employee shall be deemed to be on a call back if the employee is recalled to work overtime without receiving notice before ceasing work.

19.3.2 Any employee who is called back to work as defined in subclause 19.3.1 shall be paid for a minimum of four hours work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payment. An employee working on a call back shall be paid the appropriate overtime rate from the time that such employee departs for work.

Except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job that the employee was recalled to perform is completed within a shorter period. This subclause shall not apply in cases where the call back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

19.4 Duty Officer

19.4.1 An employee is "Duty Officer" if Council requires the employee to be available, outside the employee's usual ordinary hours, for the purpose of being the principal point of contact for water supply matters and associated responsibilities as detailed in Council's Policies (and which formed an annexure to the former Goldenfields Water County Council Enterprise Award). The duty period will commence on a weekday for a seven day period. It is intended that no employee will be required to participate in a duty roster for any more than two weeks in any ten week period. To allow Council flexibility when faced with unforeseen staff shortages, employees may be required to undertake additional Duty Officer periods however such additional periods are not to exceed five weeks in any ten week period.

19.4.2 Duty Officer work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

19.4.3 A Duty Officer must be able to be contacted at all times while on roster.

19.4.4 An employee required to perform the role of Duty Officer will be paid the amount set out in the Annexure to this Award each rostered week which is in lieu of:

19.4.4.1 any claim for payment for being available, during the rostered period, outside of the employee's usual ordinary hours of work, and

19.4.4.2 any claim for payment for work performed, outside the employee's usual ordinary hours of work, in their capacity of Duty Officer.

19.4.5 For each Award Holiday on which an employee is Duty Officer, the employee shall be granted one day additional annual leave.

19.4.6 Employees performing Duty Officer work shall be entitled to all other allowances prescribed by this Award, where applicable.

19.4.7 When a Duty Officer has performed substantial evening or overnight duties totalling more than two hours between 11.00pm and 4.00am a minimum rest period of ten hours will be provided following the completion of said duties and prior to the resumption of normal work.

19.5 Duty Officer - "Second Call"

19.5.1 In order to assist in the provision of after hours responses at peak times, Council may require any employee to be available to assist the Rostered Duty Officer in the event of demand exceeding the Rostered Duty Officer's capacity to deal with same. An employee required to undertake such duties will be paid the amount set out in the Annexure to this Award each rostered week, with such payment being subject to all of the relevant provisions of Clause 18.3 above; with the exception of Clause 18.3.5.

19.5.2 The rostering of employees to undertake "second call" duties will be arranged by Council at the same time and in the same manner as applies to all other arrangements for rostering of "on call", "duty officer" and "rostered days off".

20. Holidays

20.1 The days on which holidays shall be observed are as follows: New Years' Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day and all locally proclaimed holidays within the council's area, and all special days proclaimed as holidays to be observed throughout the whole of the State of NSW. It is, however, agreed that locally proclaimed holidays shall only apply to employees whose permanent place of work is within the area of such local proclamation.

20.2 In addition to the days provided for in clause 20.1 employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations. Eligible employees shall provide Council with at least seven (7) days notice of their intention to take the holiday in accordance with this subclause.

20.3 Where any of the holidays prescribed by this Award fall on a day ordinarily worked by the employee, the employee shall not have a reduction in ordinary pay.

20.4 Except as otherwise provided, where an employee is required to work on a holiday as prescribed by this award, the employee shall be paid at double time and a half inclusive of payment for the day with a minimum payment of four hours worked.

- 20.5 All employees classified in the Operational Band 1 of this Award employed in garbage, sanitary and sullage (other than the supervisor) who are required to work on Good Friday or Christmas Day shall be paid at triple time inclusive of payment for the day with a minimum payment of four hours work.
- 20.6 Where an employee is required to work ordinary hours on a holiday as prescribed by this Award, the council and the employee may agree that the employee be paid time and a half for the hours worked on a holiday and in addition, be granted equivalent time off in lieu to be paid at ordinary time for each holiday worked. Such leave shall be taken at a mutually convenient time.
- 20.7 When a holiday occurs on a day on which an employee is rostered off while employed on a seven day a week rotating roster system, the employee shall be paid a day's pay at ordinary rates in addition to the ordinary week's pay. Council may in lieu of making such additional payment, grant a day's leave for each such holiday which may be taken at such time as is mutually agreed to between Council and the employee.

21. Union Picnic Day

- 21.1 Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on such day as is agreed between Council and the union(s).
- 21.2 The union(s) shall advise Council of financial members as at the time of the Union Picnic Day. Such advice must be given at least two weeks prior to the Union Picnic Day.
- Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.
- 21.3 Employees who are not financial members of the union(s) and who are not required to work on Union Picnic Day, may apply to Council to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or may be required by council to make up time.
- 21.4 Where Council approves or grants non financial members of the union(s) an additional day in excess of current entitlements of those employees, financial members of the union(s) will be granted an additional day off.

22. Leave Provisions

In addition to the provisions of the Award, the following supplementary Leave Provisions shall apply to employees of Council.

22.1 Sick leave

22.1.1

Employees who are unable due to sickness to attend for duty shall be entitled during each year of service to sick leave of 3 weeks at the ordinary rate of pay subject to the following conditions:

- 22.1.1.1 Council shall be satisfied that the sickness is such that it justifies the time off; and
- 22.1.1.2 Council shall be satisfied that the illness or injury does not arise from engaging in other employment; and
- 22.1.1.3 proof of illness to justify payment shall be required after 4 separate periods of absence in each service year or where an absence exceeds 3 or more concurrent working days; and
- 22.1.1.4 when requested, proof of illness shall indicate the employee's inability to undertake their normal duties; and

- 22.1.1.5 where a person is employed on a fixed-term or temporary basis of less than twelve (12) months duration the employee shall be entitled to one (1) weeks sick leave on commencement. The employee shall be entitled to a further one (1) weeks sick leave after each four (4) months of continuous service.
- 22.1.1.6 Proof of illness may include certification from a qualified medical/health practitioner, registered with the appropriate government authority or statutory declaration.
- 22.1.1.7 The council may require employees to attend a doctor nominated by council at council's cost.
- 22.1.1.8 Sick leave shall accumulate from year to year so that any balance of leave not taken in any one year may be taken in a subsequent year or years.
- 22.1.1.9 Accumulated sick leave shall be transferable on change of employment from council to council within New South Wales up to 13 weeks, provided that an employee shall only be entitled to transfer sick leave accumulated since the employee's last anniversary date on a pro-rata basis. Such accumulated sick leave shall only be transferable if the period of cessation of service with Council and appointment to the service of another council does not exceed three months. The sick leave entitlement transferred shall not exceed the maximum amount transferable as prescribed by the appropriate award at the time of transfer.
- 22.1.1.10 Where an employee has had 10 years' service with the Council and the sick leave entitlement as prescribed has been exhausted, Council may grant such additional sick leave as, in its opinion, the circumstances may warrant.
- 22.1.1.11 Section 50 of the *Workers Compensation Act 1987* dealing with the relationship between sick leave and workers compensation applies.
- 22.1.2 An employee shall, wherever possible, notify their supervisor, within one hour of the employee's usual starting time, of the employee's inability to attend on account of illness or injury and advise the employer of the estimated duration of their absence.
- 22.1.3 Illness During Annual and Long Service Leave - If an employee becomes sick or is injured for a period of at least seven consecutive days whilst on annual or long service leave and produces at the time satisfactory medical evidence that the employee is unable to derive benefit from such leave, then the employee's leave balances will be adjusted by:
- 22.1.3.1 Re-crediting the number of annual or long service leave days shown in the medical evidence, and
- 22.1.3.2 Debiting the employee's sick leave balance by the corresponding number of days.
- 22.2 Carers Leave
- 22.2.1 Use of Sick Leave: An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 22.2.7.2 below 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 at Clause 20.2.1, Sick Leave of this Award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- 22.2.2 Carer's leave is not intended to be used for long term, ongoing care. In such cases, the employee is obligated to investigate appropriate care arrangements where these are reasonably available.
- 22.2.3 Where more than ten days' sick leave in any year of service is to be used for caring purposes the council and employee shall discuss appropriate arrangements which, as far as practicable, take account of the council's and employee's requirements.

22.2.4 Where the parties are unable to reach agreement the grievance and disputes procedures at Clause 32 of this Award should be followed.

22.2.5 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.

22.2.6 Council may require the employee to provide proof of the need for carer's leave as follows:

22.2.6.1 Less than 10 days - Where less than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to 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; or

22.2.6.2 More than 10 days - Where more than ten days' sick leave in any year of service is sought to be used for caring purposes Council may require the employee to produce a medical certificate from a qualified medical/health practitioner showing the nature of illness of the person concerned and such other information as may be reasonably necessary to demonstrate that the illness is such as to require care by the employee and that no other appropriate care arrangements are reasonably available, or

22.2.6.3 Establish by production of documentation acceptable to the council or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

22.2.7 The entitlement to use sick leave in accordance with this subclause is subject to:

22.2.7.1 the employee being responsible for the care of the person concerned; and

22.2.7.2 the person concerned being:

22.2.7.2.1 a spouse of the employee; or

22.2.7.2.2 a defacto 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

22.2.7.2.3 a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or

22.2.7.2.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

22.2.7.2.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

22.2.7.2.5.1 'relative' means a person related by blood, marriage or affinity;

22.2.7.2.5.2 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and

22.2.7.2.5.3 'household' means a family group living in the same domestic dwelling.

22.2.7.3 An employee may elect, with the consent of Council, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 22.2.7.2 above who is ill or who requires care due to an unexpected emergency.

22.2.7.4 An employee shall, wherever practicable, give Council 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.

22.2.8 Carer's Entitlement for Casual Employees

22.2.8.1 Subject to the evidentiary and notice requirements in subclauses 22.2.6 and 22.2.9 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22.2.7.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

22.2.8.2 Council 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 of 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.

22.2.8.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

22.2.9 Time off in Lieu of Payment for Overtime

An employee may, with the consent of Council, elect to take time in lieu of payment of overtime accumulated in accordance with the provisions of Clause 18 Part A of this Award for the purpose of providing care and support for a person in accordance with subclause 22.2.7.2 above.

22.2.10 Make-up time

An employee may elect, with the consent of Council, to work 'make-up time', under which the employee takes time off during ordinary hours, and works those hours at a later time, within the spread of ordinary hours provided in the Award, at the ordinary rate of pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above.

22.2.11 Annual Leave and Leave Without Pay

An employee may elect with the consent of Council to take annual leave or leave without pay for the purpose of providing care and support for a person in accordance with subclause 22.2.7 above. Such leave shall be taken in accordance with Clause 22.3, Annual Leave and Clause 22.9, Leave Without Pay of this Award.

22.3 Annual Leave

22.3.1 Annual leave of absence consisting of 4 weeks at the ordinary rate of pay, exclusive of public holidays observed on working days shall be granted to an employee, after each 12 months service and, except as provided for in subclause 22.3.2 of this clause, shall be taken on its due date or as soon as is mutually convenient thereafter Council and the employee.

22.3.2 Council may direct an employee to take annual leave by giving at least four weeks prior notification in the following circumstances:

22.3.2.1 where the employee has accumulated in excess of eight weeks annual leave

22.3.2.2 a period of annual close-down of up to and including 4 weeks.

Provided that:

22.3.2.2.1 Where an employee has accrued more annual leave than the period of the annual close down, the balance of such leave shall be taken in accordance with subclause 22.3.1 of this clause.

22.3.2.2.2 In the case of employees who are not entitled to annual leave or do not have an entitlement sufficient to cover the period of the close-down, council shall endeavour to provide meaningful duties as are within the limits of the employee's skill, competence and training for the whole or part of the close-down.

22.3.2.2.3 In the event that meaningful duties are not available the employee may be directed to take leave without pay, or by agreement with council may take annual leave in advance of the entitlement provided that in the event of the employee leaving employment before the entitlement becomes due, such annual leave shall be repaid by a deduction from the employee's termination pay.

22.3.2.2.4 In the event that leave without pay is directed to be taken, such leave shall be regarded as service for the purpose of the accrual of long service leave, sick leave and annual leave

22.3.3 Payment to an employee proceeding on annual leave shall be made Council at the employee's ordinary rate of pay for the period of annual leave either before the commencement of the employee's annual leave, or by agreement through the usual pay periods.

22.3.4 On resignation or termination of employment, Council shall pay to the employee:

22.3.4.1 their ordinary rate of pay for all untaken leave credited for completed years of service, and

22.3.4.2 for an incomplete year, one twelfth of their ordinary rate of pay multiplied by the number of completed weeks of service in that year.

Provided that the employee shall not receive payment for more than four weeks annual leave for any period of twelve months.

22.3.5 Where an employee receives a varying rate of pay for 6 months or more in the aggregate in the preceding 12 month period, the employee's ordinary rate of pay shall be deemed to be the average weekly rate of pay earned during the period actually worked over the 12 months immediately preceding the annual leave or the right to payment under this clause.

22.4 Long service leave

22.4.1 Rate of Accrual

Except as otherwise provided in this Clause, employees shall accrue and Council shall credit each employee long service leave on ordinary pay after each period of continuous service with Council on the following basis:

22.4.1.1 On completion of five years service, 6.5 weeks

22.4.1.2 On completion of ten years service, a further 6.5 weeks

22.4.1.3 After completion of each of the eleventh to fifteenth years, 1.7 weeks per year

22.4.1.4 After completion of each subsequent year, 2.7 weeks per year

22.4.2 Termination of Service

Where an employee has completed more than five years service and is terminated for any cause, long service leave shall be deemed to have accrued for the employee's total length of service and an amount equivalent to such long service leave, less such leave already taken, computed in monthly periods and equivalent to 1.3 weeks for each year of service up to ten years; and thereafter at the annual rates stipulated in Clause 22.4.1 above; shall be paid to such employee on termination.

22.4.3 Continuous Service

Continuous Service shall be the period from the date of commencement to the date of termination of employment and shall include:

22.4.3.1 All approved paid leave

22.4.3.2 Subject also to Sub-clauses 22.4.2, previous employment with Great Southern Energy, Northern Riverina County Council or Department of Public Works and Services which was terminated by compulsory transfer to Council on or after July 01, 1997.

22.4.3.3 Employment as a part-time employee

22.4.3.4 Service with any other Government Department or Local Government Body shall be service for the purpose of long service leave accrual under this Award provided that:

22.4.3.4.1 the former employer pays to Council the monetary value of the long service leave which the employee has accrued at the time of transfer, and

22.4.3.4.2 the period between cessation of service with the former employer and appointment to the service of Council does not exceed three months and such period is covered by accrued annual and long service leave standing to the credit of the employee at the time of the transfer, and

22.4.3.4.3 the employee concerned does not engage in work of any kind during the period of paid leave between the cessation of service with the former employer and appointment to the service of Council.

22.4.3.5 Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Council, its predecessors or a Local Government Council in New South Wales at the time of commencing the service.

22.4.4 For those employees whose continuous service, as defined at Clause 22.4.3, is comprised of a combination of service with Great Southern Energy, or Northern Riverina County Council, or the Department of Public Works and Services; and Council, Council shall credit each employee long service leave on ordinary pay as follows:

22.4.4.1 For that period of service with Great Southern Energy, Northern Riverina County Council or the Department of Public Works and Services; at the amount of leave accrual prescribed within the relevant Award or Industrial Instrument governing the employee's long service leave entitlements during that period of service, and

22.4.4.2 For that period of service with Council; at the amount of leave prescribed at Clause 22.4.3 of this Award.

22.4.5 Full Pay, Half Pay, Double Pay

An employee who is entitled to long service leave may, with the consent of Council, take long service leave:

22.4.5.1 on full pay; or

22.4.5.2 on half pay; or

22.4.5.3 on double pay.

22.4.6 When an employee takes long service leave, the leave entitlement will be deducted on the following basis:

22.4.6.1 a period of leave on full pay - the number of days so taken; or

22.4.6.2 a period of leave on half pay -half the number of days so taken; or

22.4.6.3 a period of leave on double pay - twice the number of days so taken.

22.4.7 When an employee takes long service leave, the period of service for the purpose of leave accruals shall be as follows:

22.4.7.1 a period of leave on full pay - the number of days so taken; or

22.4.7.2 a period of leave on half pay -half the number of days so taken; or

22.4.7.3 a period of leave on double pay -the number of days so taken.

22.4.8 Employees that take long service leave at half or double pay shall not be disadvantaged nor obtain a windfall gain in relation to superannuation.

22.5 Parental Leave (General)

Relationship with federal legislation - Clauses 22.5., 22.6, 22.7, and 22.9 of this award shall apply in addition to:

- (i) Chapter 2, Part 2-2, Division 5 - 'Parental leave and related entitlements' of the National Employment Standard (NES) under the Fair Work Act 2009 (Cth); and
- (ii) the Paid Parental Leave Act 2010 (Cth).

Note: Division 5 of the Fair Work Act 2009 (Cth) relates to:

- unpaid parental leave, including unpaid adoption leave
- unpaid special maternity leave
- transfer to a safe job and no safe job leave

22.6 Requests for flexible work arrangements

Chapter 2, Part 2-2, Division 4, Requests for Flexible Working Arrangements of the *Fair Work Act* 2009, shall apply.

22.7 Paid Parental Leave

22.7.1 Definitions - in this clause:

- 22.7.1.1 PPL instalments shall mean instalments paid during the paid parental leave period under the *Paid Parental Leave Act 2010* (Cth).
- 22.7.1.2 parental leave make-up pay shall mean the employee's ordinary pay, inclusive of PPL instalments. Where an employee works a varying number of ordinary hours for 6 months or more in the aggregate in the 12 month period immediately preceding leave associated with the birth of a child, the employee's ordinary hours shall be deemed to be the average weekly number of ordinary hours worked during the 12 month period.

22.7.2 Eligibility

This clause shall apply to an employee who is receiving PPL instalments as a primary or secondary claimant under the *Paid Parental Leave Act 2010* (Cth) and who has had 12 months continuous service with Council immediately prior to the commencement of paid leave.

22.7.3 Entitlement to parental leave make-up pay

- 22.7.3.1 An employee shall be entitled to parental leave make-up pay for the period that they are receiving PPL instalments, up to a maximum of 18 weeks.
- 22.7.3.2 Parental leave make-up pay shall be counted as service for the purposes of long service, annual and sick leave accruals and superannuation. Superannuation is calculated on the employee's ordinary rate of pay.
- 22.7.3.2 Re-qualification period - An employee shall not be entitled to a further period of parental leave make up pay unless the employee has returned to work for the council for at least 3 months since their previous period of parental leave.

22.7.4 Employee's right to choose

- 22.7.4.1 An employee who satisfies the eligibility criteria for paid maternity leave or paid special maternity leave under Clause 19F, *Paid Maternity Leave*, of the *Local Government (State) Award 2007*, may elect to receive paid maternity leave and / or paid special maternity leave in accordance with the provisions of the *Local Government (State) Award 2007* in lieu of the entitlement to parental leave make-up pay under this award.
- 22.7.4.2 This subclause shall not apply where another employee of council receives parental leave make-up pay in connection with the pregnancy or birth of the child.

22.8 Concurrent Parental Leave

An employee, other than a casual, who is a supporting parent shall be entitled to up to 10 days paid concurrent parental leave from their accrued sick leave balance at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their concurrent parental leave.

22.9 Adoption Leave

22.9.1 Eligibility

This clause applies to an employee who is entitled to adoption-related leave under the *Fair Work Act 2009* (Cth).

22.9.2 Pre-adoption Leave

22.9.2.1 An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the *Fair Work Act 2009* (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.

22.9.2.1 An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

22.9.2.1.2 single continuous period of up to 2 days; or

22.9.2.1.3 any separate periods to which the employee and council agree.

22.9.2 Adoption Leave

22.9.2.1 An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to up to 4 weeks paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption.

22.9.2.2 Paid adoption leave must not extend beyond 4 weeks of the date of placement of the child.

22.9.2.3 This subclause shall not apply where an employee of council receives parental leave make-up pay in connection with the adoption of the child.

22.10 Other paid leave

22.10.1 Jury Service Leave

An employee required to attend for jury service during the employee's ordinary working hours shall be reimbursed by Council an amount equal to the difference between the amount in respect of the employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service. An employee shall notify Council as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give Council proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

22.10.2 Union Training Leave

Council shall agree to release employees to attend an accredited trade union training course with pay and such agreement shall not unreasonably be withheld.

22.10.3 Union Conference Leave

Accredited delegates to the union's annual conferences shall be granted paid leave for the duration of the conference provided that Council's operational requirements are met and the union notifies Council of the accredited delegates nominated to attend the conference at least one month prior to the commencement of the conference.

22.11 Bereavement leave

22.11.1 Where an employee, other than a casual, is absent from duty because of the death of a person in accordance with paragraphs 22.7.1 to 22.7.5 below and provides satisfactory

evidence to Council of such, the employee shall be granted four days leave with pay upon application. Persons in respect of whom bereavement leave may be claimed shall include:

- 22.11.1.1 a spouse of the employee; or
- 22.11.1.2 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
- 22.11.1.3 a child or an adult child (including an adopted child, a step child, foster child or an ex nuptial child), parent (including a foster parent, step parent and legal guardian), parents of spouse, grandparent, grandchild or sibling (including half, foster and step sibling) of the employee or spouse or de facto spouse of the employee; or
- 22.11.1.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 22.11.1.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- 22.11.1.6 'relative' means a person related by blood, marriage or affinity;
- 22.11.1.7 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
- 22.11.1.8 'household' means a family group living in the same domestic dwelling.

22.6.1 Bereavement Entitlements for Casual Employees

- 22.6.1.1 Subject to providing satisfactory evidence to the council, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 22.7.1 paragraphs 22.7.1.1-22.7.1.5 of Clause 22.7, Bereavement Leave.
- 22.6.1.2 Council 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 of agreement, the employee is entitled to not be available to attend work for up to 96 hours (i.e. four days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 22.6.1.3 Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the council to engage or not engage a casual employee are otherwise not affected.

22.12 Emergency service leave

- 22.12.1 Council will release employees who are registered members of New South Wales Emergency Service Organisations to participate in declared emergency events without loss of ordinary pay or entitlements subject to such release not jeopardising Council's ability to maintain its core services.
- 22.12.2 The releasing of such employees shall be subject to the following:
 - 22.12.2.1 The release of the employee from duty, either by the appropriate supervisor or, when such supervisor cannot be contacted, the rostered Duty Officer.
 - 22.12.2.2 The subsequent submission of appropriate certification duly signed by an authorised officer of the emergency organisation detailing particulars of the employees participation in the event.

22.13 Leave without pay

- 22.13.1 Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee, and shall not be regarded as service for the purpose of computing long service leave, sick leave, annual leave or an employee's entitlement to parental leave make-up pay. Such periods of leave without pay shall not however, constitute a break in the employee's continuity of service.
- 22.13.2 An employee shall not be entitled to any payment for public holidays during an absence on approved leave without pay.

23. Flexibility for Work and Family Responsibilities

- 23.1 Council and an employee, other than a casual, may agree on flexible work and leave arrangements to enable the employee to attend to work and family responsibilities. Council shall not unreasonably withhold agreement to flexible work and leave arrangements, provided its operational needs are met.
- 23.2 Flexible work and leave arrangements include but are not limited to:
- 23.2.1 make up time;
 - 23.2.2 flexi time;
 - 23.2.3 time in lieu;
 - 23.2.4 leave without pay;
 - 23.2.5 annual leave;
 - 23.2.6 part-time work;
 - 23.2.7 job share arrangements;
 - 23.2.8 variations to ordinary hours and rosters;
 - 23.2.9 purchased additional annual leave arrangements; and
 - 23.2.10 arrangements to accommodate breastfeeding women.
- 23.3 The terms of a flexible work and leave arrangement shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either party.

24. Phased Retirement

- 24.1 In recognition of the ageing workforce in local government and the need to retain skills and experience within the industry, councils are encouraged to develop and promote flexible work and leave arrangements to enable their employees to better manage their transition into retirement.
- 24.2 Examples of flexible work and leave arrangements include:
- 24.2.1 Part-time work;
 - 24.2.2 Flexi time;
 - 24.2.3 Leave without pay;
 - 24.2.4 Job sharing arrangements;
 - 24.2.5 Variations to ordinary hours and rosters;

24.2.6 Job redesign; and

24.2.7 Purchased additional annual leave arrangements.

24.3 The terms of a flexible work and leave arrangements shall be in writing and may be varied from time to time, by agreement, to suit the specific needs of either Council or the employee.

25. Part-Time Employment

25.1 A part-time employee shall mean an employee who is engaged on the basis of a regular number of hours which are less than the full-time ordinary hours in accordance with Clause 18, Hours of Work of this Award.

25.2 Prior to commencing part-time work Council and the employee shall agree upon the conditions under which the work is to be performed including:

25.2.1 The hours to be worked by the employee, the days upon which they shall be worked and the commencing times for the work.

25.2.2 The nature of the work to be performed.

25.2.3 The rate of pay as paid in accordance with this Award

25.3 The conditions may also stipulate the period of part-time employment.

25.4 The conditions may be varied by consent.

25.5 The conditions or any variation to them must be in writing and retained by Council. A copy of the conditions and any variations to them must be provided to the employee by the Council.

25.6 Where it is proposed to alter a full-time position to become a part-time position such proposal shall be referred to the consultative committee for information.

25.7 In such cases Council and the employee shall agree upon the conditions, if any, of return to full-time work.

25.8 A part-time employee may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award, the provisions of Clause 19, Overtime, shall apply.

25.9 Part-time employees shall receive all conditions prescribed by the Award on a pro-rata basis of the regular hours worked. An adjustment to the accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.

25.10 Where a public holiday falls on a day where a part-time employee would have regularly worked the employee shall be paid for the hours normally worked on that day.

25.11 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 the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.

26. Casual Employment

26.1 A casual employee shall mean an employee engaged on a day to day basis.

26.2 A casual employee shall be paid the hourly rate for ordinary hours worked in accordance with Clause 18., Hours of Work.

- 26.3 Casual employees who work on Saturday and/or Sunday are entitled to penalty rates prescribed by clause 18.1.2 of the Award. The penalties are calculated on the ordinary hourly rate.
- 26.4 Casual employees who work outside the relevant spread of hours identified at clause 17C(i) and (ii) of the State Award are entitled to a shift penalty. The penalty is calculated on the ordinary hourly rate.
- 26.5 Subject to clause 18A (viii) of the State Award, a casual employee will not be offered to work overtime in a position held by a permanent employee of Council, if such permanent employee is available to work that overtime. Overtime shall be paid where a casual employee works outside the ordinary hours for that position. In cases where there are no ordinary hours for the position, overtime shall be paid for the hours worked in excess of those prescribed in Clause 17, Hours of Work of the State Award.
- 26.6 In addition to the amounts prescribed by subclause 24.2 of this clause, a twenty-five percent loading, calculated on the ordinary hourly rate, shall be paid. This loading shall not attract any penalty. This loading shall be paid in lieu of all leave and severance pay, except for paid parental leave prescribed by the State Award. Casual loading is not payable on overtime.
- 26.7 Casual employees engaged on a regular and systematic basis shall:
- 26.7.1 Have access to annual assessment under council's salary system.
- 26.7.2 Have their service as a casual counted as service for the purpose of calculating long service leave where the service as a casual employee is continuous with their appointment to a permanent position on council's structure. In calculating the long service leave entitlement in such cases there shall be a deduction of the long service leave accrued whilst the employee was employed as a casual.
- 26.8 A casual employee shall not replace an employee of Council on a permanent basis.
- 26.9 Carer's entitlements shall be available for casual employees as set out in subclause (vii) of Clause 20, Part B of the State Award.
- 26.10 Bereavement entitlements shall be available for casual employees as set out in subclause 20.4 this Award.

27. Job Share Employment

- 27.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one position.
- 27.2 Job sharing shall be entered into by agreement between Council and the employees concerned.
- 27.3 Such agreement shall be referred to the consultative committee for information.
- 27.4 Council and the job sharers shall agree on the allocation of work between job sharers.
- 27.5 The ordinary hours of work of the position shall be fixed in accordance with Clause 18, Hours of Work of this Award.
- 27.6 The job sharers in conjunction with council shall agree on the hours to be worked. Such agreement shall specify the regular number of ordinary hours to be worked by each job sharer.
- 27.7 In the absence of a job sharer the remaining job sharer(s) may be required by council to relieve the absent job sharer provided the remaining job sharer(s) are reasonably available.
- 27.8 In such cases the relieving job sharer(s) shall be paid their ordinary rate of pay for the time relieving.

- 27.9 A job sharer may work more than their regular number of hours at their ordinary hourly rate by agreement. Where an employee works hours outside the spread of hours in Clause 18, Hours of Work of this Award the provisions of Clause 19, Overtime, shall apply.
- 27.10 Council must establish appropriate communication mechanisms between the job sharers to facilitate the handing over of tasks from one job sharer to another.
- 27.11 Job sharers shall have access to all provisions of this Award including training and development.
- 27.12 Job sharers shall receive pro-rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 27.13 An adjustment to accrued leave entitlements may be required at the conclusion of each service year based on the proportion of actual hours worked.
- 27.14 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.
- 27.15 In the event of a job sharer vacating the position Council shall review the position and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.
- 27.16 The terms of a job share arrangement or any variation to it must be in writing. A copy of the arrangement and any variation to it must be provided to the job sharer(s) by the Council.

28. Junior and Trainee Employment

28.1 General

28.1.1 The rates of pay specified in Band 1 / Level 1 are actual not minimum rates.

28.1.2 Employees engaged at the T3 rate of pay or above may be required to possess a Provisional or Class C Drivers Licence.

28.2 Junior employment

28.2.1 The rates of pay as provided in Band 1 / Level 1 are payable to juniors (15-18 years old).

28.2.2 A junior employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

28.2.3 Progression along the scale is automatic up to and inclusive of T4, according to the employee's age.

28.3 Trainee employment and apprenticeships

28.3.1 The rate of pay as provided for in Band 1 / Level 1 are payable to employees undertaking entry level training.

28.3.2 An employee shall be appointed to Band 1 / Level 1 according to either their age or educational qualification, whichever provides for the higher rate of pay.

28.3.3 Progression along the scale is not automatic, but is subject to successful completion of appropriate training modules and satisfactory service.

28.3.4 Upon successful completion of entry level training, the employee shall proceed to the appropriate band and level in the structure, if the employment is to be continued beyond the training period.

28.3.5 In addition to the vocational training direction, the council shall provide an apprentice with the conditions of the apprenticeship in writing and these conditions shall include:

28.3.5.1 the term of the apprenticeship;

28.3.5.2 the course of studies to be undertaken by the apprentice;

28.3.5.3 the course of on the job training to be undertaken by the apprentice.

28.4 School based apprentices

28.4.1 The object of sub-clause 28.4. of this clause is to assist persons who are undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate. Such school based apprenticeships are undertaken at a minimum Certificate III Australian Qualifications Framework (AQF) qualification level as specified in the relevant Vocational Training Order pursuant to the Apprenticeship and Traineeship Act 2001.

28.4.2 The hourly rates for school based apprentices for total hours worked including time deemed to be spent in off-the-job training shall be calculated by dividing the applicable weekly rate for full time apprentices as set out in Band 1 / Level 1 by 38 in accordance with Clause 18, Hours of Work.

28.4.3 For the purpose of subclause (28.4.2), where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

28.4.4 School based apprentices progress through the rates of pay set out in Band 1 / Level 1 subject to successful completion of appropriate training modules and satisfactory service.

28.4.5 Except as provided by this Award, school based apprentices are entitled to pro rata entitlements of all other conditions of employment.

28.5 Government funded traineeships

28.5.1 The objective of sub-clause 28.5 of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees.

28.5.2 The system is neither designed nor intended for those who are already trained and job ready.

28.5.3 Nothing in this subclause shall be taken to replace the prescription of training requirements for all other employees bound by this Award.

28.5.4 Except as in hereinafter provided, all other terms and conditions of this Award shall apply.

28.5.5 This subclause shall apply to trainees engaged to undertake a traineeship which is a system of training approved by the relevant state training authority. The trainee and the council shall be bound by a training agreement made in accordance with this Award and shall not operate unless this condition is met.

28.5.6 A traineeship shall not commence until the relevant Traineeship Agreement has been registered with the relevant State Training Authority.

28.5.7 The council shall ensure that the trainee is permitted to attend the training course or program provided for in the Traineeship Agreement and shall ensure that the trainee receives the appropriate on-the-job training in accordance with the Traineeship Agreement.

- 28.5.8 The council shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 28.5.9 Training shall be directed at:
- 28.5.9.1 the achievement of key competencies required for successful participation in the workplace and / or
 - 28.5.9.2 the achievement of competencies required for successful participation in an industry.
- 28.5.10 Until consultation and negotiations with the relevant industry union(s) upon the terms of the proposed Traineeship Scheme and the Traineeship has occurred a Traineeship Scheme shall not be given approval. An application for approval of a Traineeship Scheme shall identify the relevant industry union(s) and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiations have occurred.
- 28.5.11 Subclause 28.5 of this clause does not apply to apprentices.
- 28.5.12 Any existing employment arrangements for the Australian Traineeship System (ATS) or the Career Start Traineeship (CST) shall not apply to any council bound by this Award, except in relation to ATS or CST trainees who commenced a traineeship with the council before the Council was bound by this Award.
- 28.5.13 Trainees shall not displace existing employees from employment.
- 28.5.14 Trainees shall only be engaged in addition to existing staff positions and employment levels.
- 28.5.15 The provisions of subclause (28.5.15) above do not apply to the engagement of Indigenous trainees and trainees paid at Band 1 / Level 1 of the Award. This subclause shall not be used to reduce the core number of employees at a council.
- 28.5.16 A trainee shall be engaged on a full time basis for the period of at least twelve months. By agreement in writing, and with the consent of the relevant State Training Authority, the relevant council and the trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme. This clause shall not restrict a council's ability to engage a trainee under a school-based traineeship.
- 28.5.17 Council shall not terminate the trainee's service without providing written notice of termination in accordance with the training agreement and subsequently to the relevant State Training Authority as appropriate.
- 28.5.18 Where Council chooses not to continue the employment of a trainee upon the completion of the traineeship, it shall notify the relevant state training authority as appropriate, of its decision.
- 28.5.19 A trainee who fails to complete the traineeship or who cannot for any reason be placed in full-time employment with Council on the successful completion of the traineeship, shall not be entitled to any severance payments payable pursuant to termination, change or redundancy provisions or provisions similar thereto.
- 28.5.20 The trainee shall be permitted to be absent from work without loss of continuity of employment and / or wages to attend the training in accordance with the Traineeship Agreement.

- 28.5.21 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service with the council for the purposes of this Award or any other legislative entitlements.
- 28.5.22 Wages
- 28.5.22.1 The weekly amount of pay payable to trainees shall be as provided in Table 1 of Part B, Traineeship Rates, of this Award.
- 28.5.22.2 The trainee wage rates contained in this Award are minimum rates and shall only apply to trainees while they are undertaking an approved traineeship which includes approved training as prescribed above.

29. Training and Development

- 29.1 The parties to this Award recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
- 29.1.1 developing a more highly skilled and flexible workforce
- 29.1.2 providing employees with opportunities through appropriate education and training to acquire additional skills and
- 29.1.3 removing barriers to the utilisation of skills in accordance with councils' training plans.
- 29.2 All employees shall have reasonable and equitable access to education and training, such education and training shall:
- 29.2.1 be consistent with Council's training plan
- 29.2.2 enable employees to acquire the range of skills they are required to apply in their positions
- 29.2.3 enhance employees' opportunities for mobility through councils' organisation structures, through participation in Councils' training plans.
- 29.3 Training Plan and Budget
- 29.3.1 Council shall develop a training plan and budget consistent with:
- 29.3.1.1 the current and future skill requirements of Council.
- 29.3.1.2 the size, structure and nature of the operations of Council.
- 29.3.1.3 the need to develop vocational skills relevant to Council and the Local Government industry.
- 29.3.2 In developing the training plan, the council shall have regard to corporate, departmental and individual training needs.
- 29.3.3 The training plan shall be designed in consultation with the consultative committee.
- 29.3.4 The training plan shall, where appropriate, provide for training that is consistent with the National Local Government Competency Standards.
- 29.3.5 The training plan shall provide for the assessment and recognition of employee's current competencies where possible.

- 29.3.6 Selection of participants to receive Council required training in accordance with council's training plan is to be based on merit and the needs of the employee as identified in the employee's performance appraisal.
- 29.4 If an employee is required by council to undertake training in accordance with Council's training plan:
- 29.4.1 Council shall grant the employee paid leave to attend course requirements, including examinations, where the training is undertaken during ordinary working hours;
- 29.4.2 where the course requirements contain more than a 15% off-the-job component calculated over any 12 month period the extent to which Council will grant paid leave to attend such course requirements shall be specified in the training plan;
- 29.4.3 Council shall pay course fees at the commencement of each stage but shall not pay course fees if the employee is repeating;
- 29.4.4 Council shall either provide transport or pay reasonable travelling expenses to enable employees to attend course requirements;
- 29.4.5 reasonable travel arrangements shall be agreed; and
- 29.4.6 where an employee is required to complete major assignment(s) Council and the employee shall agree upon appropriate flexible work and study arrangements as are practicable.
- 29.5 Council may grant an employee undertaking a course consistent with Council's training plan, although not Council's requirement, leave with pay or leave without pay to attend course requirements provided that the employee gives reasonable notice of such requirements. Where the employee is not granted such leave Council shall give preference in granting annual leave or other accrued leave to attend course requirements provided that the employee gives reasonable notice of such requirements. Council may pay course fees at its discretion.
- 29.6 Development of a Competency Based Training System
- 29.6.1 The parties to the Award are committed to the development of a competency based system of vocational education and training for local government. Such a system involves the delivery, assessment and certification of training being related to the identification and demonstrated attainment of the knowledge, skills and their application required for effective performance in work at the required level, as defined in industry endorsed competency standards.
- 29.6.2 The parties shall continue to participate in the development of a competency based training system to ensure that the following are achieved:
- 29.6.2.1 that competency standards developed provide the specification of the knowledge and skill and the application of that knowledge and skill to the standards of performance required in employment;
- 29.6.2.2 that competency standards are reviewed in a systematic manner to ensure that they remain relevant to the actual needs of the industry;
- 29.6.2.3 that accredited courses and training programs deliver the required competencies and to ensure that assessment processes measure an employee's competency against prescribed standards of performance. These processes involve recognition of prior learning and assessment mechanisms;
- 29.6.2.4 that certification provides employees with formal recognition of the competencies they have achieved and demonstrated.

30. Consultative Committees

30.1 Aim

The parties to the Award are committed to consultative and participative processes. There shall be a consultative committee at council which shall:

30.1.1 provide a forum for consultation between Council and its employees;

30.1.2 positively co-operate in workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.

30.2 Size and composition

30.2.1 The size and composition of the consultative committee shall be representative of Council's workforce and agreed to by Council and the local representatives from the unions which are parties to this Award, and such agreement shall not be unreasonably withheld.

30.2.2 The consultative committee shall include but not be limited to employee representatives of each of the unions who have members employed at Council.

30.2.3 Officers of the union(s) or Association(s) may attend and provide input to meetings of the consultative committee, at the invitation of the consultative committee or their respective members.

30.3 Scope of consultative committees

30.3.1 The functions of the consultative committee shall include, but is not limited to:

30.3.1.1 Award implementation

30.3.1.2 training

30.3.1.3 consultation with regard to organisation restructure

30.3.1.4 job redesign

30.3.1.5 salary systems

30.3.1.6 communication and education mechanisms

30.3.1.7 performance management systems

30.3.1.8 changes to variable working hours arrangements for new or vacant positions

30.3.1.9 local government reform

30.3.1.10 proposed variations to leaseback vehicle arrangements.

30.3.2 The consultative committee shall not consider matters which are being or should be processed in accordance with Award clause 31 Grievance and Disputes Procedures.

30.4 Meetings and support services

30.4.1 The consultative committee will make recommendations based upon consensus. Where there is no consensus on a particular item, the recommendation to Council should note the dissenting views.

30.4.2 The consultative committee shall meet as required

30.5 Employee nominations

Employees shall nominate employee representatives on the Consultative Committee.

30.6 Appointment and promotion

30.6.1 Where an internal applicant has applied for a new or vacant position and their application is unsuccessful, the employee may:

30.6.1.1 request in writing the reasons as to why they were not appointed; and

30.6.1.2 upon such request Council shall provide the reasons in writing.

31. Term Contracts

31.1 A Council may only employ a person on a term contract of employment in the following situations:

31.1.1 for the life of a specific task or project that has a definable work activity, or

31.1.2 to perform the duties associated with an externally funded position where the length of the employment depends on the length of the funding, or

31.1.3 to perform the duties associated with a vacant position until the vacant position is filled on a permanent basis, provided that the duration is not longer than is reasonably necessary to undertake recruitment for the vacant position, or

31.1.4 to temporarily replace an employee that is on approved leave, secondment, workers compensation or acting in a different position, or

31.1.5 to undertake training and work as part of an apprenticeship, traineeship or student work experience program in conjunction with an education institution, or

31.1.6 to trial a new work area, provided that the duration is not longer than is reasonably necessary to trial the new work area, or

31.1.7 to perform the duties associated with a vacant position during the intervening period between when a council has made a definite decision to introduce major changes in production, program, organisation structure or technology that are likely to have significant effects on the employment in the vacant position and the date that the changes are implemented;

31.1.8 to accommodate time limitations imposed by law or sought by the employee (e.g. visa restrictions).

31.2 Notwithstanding the above, all term contracts of employment entered into prior to November 2010 may continue until the expiry of their fixed or maximum term.

32. Grievance and Dispute Procedures

32.1 Right to representation

At any stage of the procedure, the employee(s) may be represented by their union or its local representative and Council represented by the Shires' Association.

32.2 Delegate access to management

The union delegate where prior approval is sought shall have reasonable opportunity to discuss disputes with management and employees without loss of pay. Such approval will not be unreasonably withheld.

32.3 Procedure

A grievance or dispute shall be dealt with as follows:

32.3.1

The employee(s) shall notify the supervisor of any grievance or dispute and the remedy sought, in writing.

32.3.2

A meeting shall be held between the employee(s) and the supervisor to discuss the grievance or dispute and the remedy sought within two working days of notification.

32.3.3

If the matter remains unresolved, the employee(s) may request the matter be referred to the head of the department or other authorised officer for discussion. A further meeting between all parties shall be held as soon as practicable.

32.3.4

If the matter remains unresolved the General Manager shall provide the employee(s) with a written response. The response shall include the reasons for not implementing any proposed remedy.

32.3.5

Where the matter remains unresolved, it may be referred to the employee's union or representative and by the General Manager or other authorised officer to the Association for further discussion between the parties.

32.4 Industrial Registrar

The Industrial Registrar may be advised of the existence of a dispute at any stage of this procedure.

32.5 Status Quo during negotiation

During this procedure and while the matter is in the course of negotiation, conciliation and/or arbitration, the work practices existing prior to the dispute shall as far as practicable proceed as normal.

33. Disciplinary Procedures

33.1 Employee's rights

Notwithstanding the procedures below, an employee shall:

33.1.1 Have access to their personal files and may take notes and / or obtain copies of the contents of the file.

33.1.2 Be entitled to sight, note and / or respond to any information placed on their personal file which may be regarded as adverse.

33.1.3 Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.

33.1.4 Be entitled to request the presence of a union representative and / or the involvement of their union at any stage.

33.1.5 Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

33.2 Employer's rights and obligations

Notwithstanding the procedures contained below, Council shall:

33.2.1

Be entitled to suspend an employee with or without pay during the investigation process provided that:

33.2.1.1 suspension without pay during an investigation shall be for a period of not more than two weeks, except where the progress of the investigation is delayed due to the unavailability of the employee and/or their representative in which case the period of suspension without pay may be extended for a further period of up to 7 days or such greater period by agreement.

33.2.1.2 If, after investigation, the reasons for the suspension are found to be inappropriate, the employee shall not suffer any loss of pay for the period under suspension.

33.2.1.3 The suspension shall not affect the employee's continuity of service for the purposes of accruing leave entitlements.

33.2.1.4 Council shall not unreasonably refuse an application for paid leave under this provision.

33.2.1.5 By agreement an employee may be transferred to another position or place of work.

33.2.2 Properly conduct and speedily conclude an investigation into the alleged unsatisfactory work performance or conduct.

33.2.3 Be entitled to take other disciplinary action before and / or during the procedures in cases of misconduct or where the employee's performance warrants such action.

33.2.4 In appropriate circumstances be entitled to terminate an employee's services in accordance with Clause 35, Termination of Employment of this Award.

33.2.5 Be entitled to request the presence of a union representative at any stage.

33.3 Procedures

33.3.1 Where an employee's work performance or conduct is considered unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of council.

33.3.2 Unsatisfactory work performance or conduct shall include, but not be limited to, neglect of duties, breach of discipline, absenteeism and non-compliance with safety standards. A written record shall be kept on the appropriate file of such initial warning. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

33.3.3 Where there is re-occurrence of unsatisfactory work performance or conduct, the employee shall be warned formally in writing by the appropriate officer of council and counselled. Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period for monitoring the employee's performance; the severity of the situation; and whether disciplinary action will follow should the employee's work performance or conduct not improve. A written record shall be kept of such

formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

33.3.4 If the employee's unsatisfactory work performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning in writing giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.

33.3.5 If the employee's work performance or conduct does not improve after the final warning further disciplinary action may be taken.

33.3.6 All formal warnings shall be in writing.

33.3.7 Delegates shall be provided reasonable time without loss of pay, to represent members in disciplinary matters at the local level, provided prior approval is sought. Such approval shall not be unreasonably withheld.

33.4 Penalties

After complying with the requirements above, Council may:

33.4.1 Demote the employee to a lower paid position, provided that the employee shall not suffer a reduction in the rate of pay for 2 weeks from the date of the demotion.

33.4.2 Suspend an employee without pay from work for a specified period of time.

33.4.3 Terminate the employment of the employee.

34. Occupation Health and Safety

34.1 Objective

Council shall provide a safe place of work and work practices in accordance with the provisions of the Occupational Health and Safety Act NSW or successor legislation.

34.2 Accommodation and shelter

Council shall make appropriate provision for employees with regard to accommodation and shelter and shall satisfy the provisions of the Occupational Health and Safety Act and Regulations.

34.3 Provision of equipment and uniforms

All safety equipment and compulsory uniforms will be provided by Council free of charge and be replaced on the basis of fair wear and tear.

34.4 Inclement weather

Council will provide all employees required to work outdoors in wet weather with suitable wet weather clothing. Council further undertakes to provide gainful employment for staff at all times; and guarantees that no employee will be stood down as a result of inclement weather.

34.5 Specific provisions

34.5.1 Council shall supply employees with protective clothing and equipment suitable to the nature of the work performed and the work environment and that shall satisfy the relevant legislation.

34.5.2 All new graders, loaders, backhoes, trucks and rollers shall be fitted with air conditioning where practicable.

- 34.5.3 Vehicles and plant used in the collection, transportation and disposal of waste, tar patching, patrol grading or like duties shall be of high visibility and fitted with a flashing light or a light visible from all points around the vehicle.
- 34.5.4 The employer shall provide oil or other suitable solvents to employees for the removal of creosote, tar, bitumen emulsions or similar preparations.
- 34.5.5 Where any acidic or caustic products are used by employees, adequate facilities shall be provided to enable them to wash any affected areas and an adequate quantity of barrier cream shall be provided.
- 34.5.6 Employees shall be supplied with sufficient cool water containers to ensure that adequate clean, cool drinking water is available throughout the day.
- 34.5.7 No employee shall be required to work alone outside of built-up areas without all available communications to allow continuous contact in all conditions.
- 34.5.8 Where an employee during the course of work, sustains damage to clothing by fire, molten metal, tar or any corrosive substances which is not attributable to the employee's negligence, the employee shall be compensated by council to an agreed amount.
- 34.5.9 In the case of extreme and unusual weather conditions which could be assessed as hazardous council will review and conduct a risk assessment to determine what action, if any, needs to be put in place to minimise unnecessary exposure and risks to its employees during such unusual occurrences.
- 34.6 Labour Hire and Contract Businesses
- 34.6.1 For the purposes of this subclause, the following definitions shall apply:
- 34.6.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to Council for the purpose of such staff performing work or services for that other council.
- 34.6.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by a Council to provide a specified service or services or to produce a specific outcome or result for that council which might otherwise have been carried out by that Council's own employees.
- 34.6.2 If Council engages a labour hire business and/or a contract business to perform work wholly or partially on Council's premises, Council shall do the following (either directly, or through the agency of the labour hire or contract business):
- 34.6.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.6.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 34.6.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

34.6.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

34.6.3 Nothing in this subclause D is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

34.6.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.

34.6.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

35. Termination of Employment

35.1 An employee in Operational Band 1 or the Administrative/Technical Trades Band shall give to council 2 weeks notice of their intention to terminate their employment.

35.2 The notice of intention to terminate for an employee in Professional/Specialist Band 3 or Executive Band 4 of the Award shall be the same as that required of an employer in subclause (35.5) of this clause.

If no such notice is provided, Council shall be entitled to deduct pay equivalent to the required notice from any entitlements payable under this Award.

35.3 Council and an employee may agree to a shorter period of notice for the purpose of this subclause.

35.4 In cases of serious misconduct, Council may summarily dismiss an employee following a proper investigation and provided the employee is afforded procedural fairness. Where an employee is summarily dismissed, subclause (35.5) shall not apply.

35.5 Council shall give to an employee a period of notice of termination in accordance with the following scale or by payment in lieu thereof:

EMPLOYEE'S PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Less than 2 years	At least 2 weeks
2 years and less than 3 years	At least 3 weeks
3 years and less than 5 years	At least 4 weeks
5 years and beyond	At least 5 weeks

35.6 The provision of this clause shall be read subject to the provisions of Clause 36, Workplace Change and Redundancy, of this Award.

36. Workplace Change and Redundancy

36.1 Council's Duty to Notify

36.1.1 Where Council 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, Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

36.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of

jobs. Provided that where this Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

36.2 Council's Duty to Discuss Change

36.2.1 Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses 36.1.1 and 36.1.2 of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and / or their union in relation to the changes and may reconsider its original decision.

36.2.2 The discussion shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 36.1.1 and 36.1.2 of this clause.

36.2.3 For the purposes of the discussion, Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

36.3 Discussion Before Termination

36.3.1 Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause 36.1.1 and 36.1.2 of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.

36.3.2 The discussion shall take place as soon as it is practicable after the Council has made a definite decision which shall invoke the provision of paragraph 36.3.1 of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned. Measures to mitigate the adverse effect on employees may include consideration of re-training opportunities, redeployment, recruitment advice, the payment of relocation allowances, provision of additional notice, access to an employee assistance program, financial advice and such other assistance as may be reasonably available.

36.3.3 For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the council.

36.4 Notice to Centrelink

Where a decision has been made to terminate employees, Council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

36.5 Notice of Termination

36.5.1 Five weeks notice to terminate or pay in lieu thereof shall be given.

36.5.2 Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

36.5.2.1 Three (3) months notice of termination or

- 36.5.2.2 Payment in lieu of the notice in paragraph 1 above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 36.5.2.3 Notice or payment of notice under this paragraph shall be deemed to be service with the council for the purposes of calculating leave entitlements under this Award.

36.6 Redundancy

36.6.1 This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.

36.6.2 In addition to any required period of notice, and subject to subclause 36.5 of this Clause, the employee shall be entitled to severance pay as follows:

In the event of an employee's service being terminated due to redundancy, Severance Pay shall be calculated on the basis of the following:

COMPLETED YEARS SERVICE WITH COUNCIL	ENTITLEMENT
Less than one year	Nil
One year and less than two years	Five weeks pay
Two years and less than three years	Nine weeks pay
Three years and less than four years	Thirteen weeks pay
Four years and less than five years	Sixteen weeks pay
Five years and less than six years	Nineteen weeks pay
Six years and less than seven years	Twenty two weeks pay
Seven years and less than eight years	Twenty five weeks pay
Eight years and less than nine years	Twenty eight weeks pay
Nine years and less than ten years	Thirty one weeks pay
Ten years and less than eighteen years	Thirty four weeks pay
Eighteen years and thereafter	Two weeks pay per year of service, no maximum

37. Council Agreements

- 37.1 The parties agree to review operations at the council level on an ongoing basis with a view to providing enhanced flexibility and efficiency and to meet the particular working needs of the council and its employees.
- 37.2 The terms of any agreement reached between the parties shall substitute for the provisions of the Award provided that:
- 37.2.1 the extent of the agreement shall be limited to the Award's Clause 12, Payment of Employees; Clause 15 subclause 15.7, Travelling Clause 18, Hours of Work; Clause 19, Overtime, Clause 20, Holidays; Clause 25, Part time Employment; and Clause 27, Job Share Employment.
- 37.2.2 the agreement does not provide less than the entry level rates of pay;
- 37.2.3 the agreement is consistent with the Industrial Relations Act 1996 (NSW) and current wage fixing principles; and
- 37.2.4 the agreement shall be processed in accordance with subclause 37.3 of this clause. Provided further that, where the agreement proposes to vary award provisions other than those nominated in paragraph 37.2.1 above, the agreement shall be processed in accordance with the Enterprise Arrangement Principle.

37.3 A Council Agreement shall be processed as follows:

37.3.1 the unions shall be notified prior to the commencement of negotiations;

37.3.2 the agreement has been genuinely arrived at by negotiation without compulsion;

37.3.3 the agreement shall be committed to writing and shall include a date of operation and a date of expiration;

37.3.4 the council and the appropriate union(s) shall sign the agreement and a copy sent to the Association;

37.3.5 Any party to a Council Agreement may at any stage during the above process refer the matter to the Industrial Relations Commission of NSW.

38. Savings and Transitional

38.1 No net detriment or reduction in ordinary rate of pay

No employee shall suffer a net detriment as a result of implementation of this Award nor shall an employee suffer a reduction in their ordinary rate of pay as a result of any transfer to Council's salary system.

38.1.1 Salary system implementation

38.1.1.1 The parties are committed to continue the introduction of the GWCC Salary Structure and its associated progression guidelines.

38.1.1.2 During the transition from the old structure to the new Salary Structure, if the new structure and progressional guidelines have not been implemented and an annual assessment of an employee has not been undertaken by Council, then an employee will be able to progress to the next salary step automatically if the employee has available steps in their range within the old structure. Once an evaluation is complete and if identified that an employee does not meet the progressional criteria then the appropriate training may be undertaken to meet that skill level or performance level required.,

38.1.1.3 GWCC will backdate increases that are determined from the implementation of the Salary Structure to either the appropriate date identified for the utilisation of the Skills, or to the commencement of this Award, whichever is appropriate.

38.1.1.4 If an employee is assessed at a higher level than they occupy, then the employee shall move to that pay level immediately.

38.1.1.5 The parties to the Award shall be involved in all aspects of the process of developing and implementing the Progressional Guidelines for the Skill Structure. Further variations to the Progression Guidelines will only be effected after consultation and agreement with the parties to the Award.

39. Employee Loyalty/Attendance Bonus

39.1 Qualification

39.1.1

An employee must have a Sick Leave balance equal to or greater than the following on the day immediately prior to their anniversary date:

39.1.1.1 38 hour employee. 570 hours

39.1.1.2 35 hour employee. 525 hours

39.1.2 An employee, upon reaching the required minimum balance set out in Subclause 39.1.1.1 or 39.1.1.2 may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement for that year, always ensuring their total bank does not reduce below the required minimum.

39.2 Procedure

39.2.1 A written application is required for all claims to be provided within 30 days after the employee's anniversary date.

39.2.2 If an application is not made within 30 days after their anniversary date the leave entitlement will be credited to the employees balance and no payment request can be made for that year other than by written application to the General Manager.

The payment, when requested within the required time, will be made as a one off payment.

ANNEXURE 1**Table 1- Monetary Rates Per Week**

Band	Rate per Week (\$)			
	First Pay Period after 1 Nov 2010	First Pay Period after 1 July 2011 4.25%	First Pay Period after 1 July 2012 3.75%	First Pay Period after 1 July 2013 3.75%
Executive Band 4				
Level 4	2,772.94	2,890.79	2,999.19	3,111.66
Level 3	2,313.35	2,411.67	2,502.10	2,595.93
Level 2	1,853.65	1,932.43	2,004.90	2,080.08
Level 1	1,485.60	1,548.74	1,606.82	1,667.07
Professional/Specialist Band 3				
Level 4	1,577.90	1,644.96	1,706.65	1,770.65
Level 3	1,301.55	1,356.87	1,407.75	1,460.54
Level 2	1,117.70	1,165.20	1,208.90	1,254.23
Level 1	933.80	973.49	1,009.99	1,047.87
Admin/Technical/Trades Band 2				
Level 3	1,117.70	1,165.20	1,208.90	1,254.23
Level 2	933.80	973.49	1,009.99	1,047.87
Level 1	822.60	857.56	889.72	923.08
Operational Band 1				
Level 4	831.45	866.79	899.29	933.01
Level 3	747.30	779.06	808.28	838.59
Level 2	685.50	714.64	741.44	769.25
Level 1 (Juniors and Trainees)				
T 10	852.15	888.37	921.68	956.24
T 9	822.60	857.56	889.72	923.08
T 8	787.65	821.13	851.92	883.86
T 7	752.65	784.64	814.06	844.59
T 6	718.95	749.51	777.61	806.77
T 5	668.30	696.70	722.83	749.94

T 4 at 18yrs or over or HSC	583.60	608.41	631.23	654.90
T 3 at 17yrs	499.05	520.26	539.77	560.01
T 2 at 16yrs or School Cert	424.20	442.23	458.81	476.02
T 1 at 15yrs	339.80	354.24	367.53	381.31

Table 2 - Allowances

Allowance	Rate (\$)			
	First Pay Period after 1 Nov 2010	First Pay Period after 1 July 2011	First Pay Period after 1 July 2012	First Pay Period after 1 July 2013
		4.25%	3.75%	3.75%
Part 1 - Allowances Specifically Provided for in This Award				
Weekend work (Employees at Jugiong Treatment Plant) - per week	211.80	220.80	229.08	237.67
Pre Arranged & Emergent Work (Water Treatment Plants) - per week	211.80	220.80	229.08	237.67
On Call - per week	361.44	376.80	390.93	405.59
Duty Officer - per week	578.22	602.80	625.41	648.86
Duty Officer - "Second Call" - per week	45.19	47.11	48.88	50.71
Meal Allowance - per meal	20.00	20.85	21.63	22.44
Disability Allowance (cl 16.3.1) - per hour	0.33	0.34	0.36	0.37
Disability Allowance (cl 16.3.2) - per hour	0.56	0.58	0.61	0.63
The following is provided for information only . It is current at the date of approval of this Award but will vary in the event of any State Award increases in such allowances				
Part 2 - Allowances Pursuant to State Award with relevance to Employees of this Council				
Tool Allowance - per week	26.20	26.20	26.20	26.20
Civil Liability Loading	3.5%	3.5%	3.5%	3.5%

ANNEXURE 2**Table 1- Monetary Rates Per Week**

Note: Council's Salary System as referred to hereunder is current at the time of Approval of this Award, but does not form part of this Award. It may be varied or modified at any future time, subject to such variation or modification being in accordance with the provisions of this Award, the State Award and/or other applicable Law.

Band	Level	Salary System Grade	Rate per Week (\$)			
			First Pay Period after 1 Nov 2010	First Pay Period after 1 July 2011	First Pay Period after 1 July 2012	First Pay Period after 1 July 2013
				4.25%	3.75%	3.75%
		S33	1,939.40	2,021.82	2,097.64	2,176.30
		S32	1,873.90	1,953.55	2,026.81	2,102.81
		S31	1,810.45	1,887.40	1,958.18	2,031.61
		S30	1,749.25	1,823.59	1,891.98	1,962.93
		S29	1,690.35	1,762.19	1,828.27	1,896.83
		S28	1,632.90	1,702.30	1,766.13	1,832.36
3	4	S27	1,577.90	1,644.96	1,706.65	1,770.65
		S26	1,531.10	1,596.17	1,656.03	1,718.13

4	1	S25	1,485.60	1,548.74	1,606.82	1,667.07
		S24	1,436.90	1,497.97	1,554.14	1,612.42
		S23	1,390.40	1,449.49	1,503.85	1,560.24
		S22	1,345.10	1,402.27	1,454.85	1,509.41
3	3	S21	1,301.55	1,356.87	1,407.75	1,460.54
		S20	1,253.65	1,306.93	1,355.94	1,406.79
		S19	1,206.75	1,258.04	1,305.21	1,354.16
		S18	1,161.35	1,210.71	1,256.11	1,303.21
2 & 3	3 & 2	S17	1,117.70	1,165.20	1,208.90	1,254.23
		S16	1,078.00	1,123.82	1,165.96	1,209.68
		S15	1,039.90	1,084.10	1,124.75	1,166.93
		S14	1,003.35	1,045.99	1,085.22	1,125.91
		S13	968.00	1,009.14	1,046.98	1,086.24
2 & 3	2 & 1	S12	933.80	973.49	1,009.99	1,047.87
		S11	902.90	941.27	976.57	1,013.19
		S10	872.20	909.27	943.37	978.74
		S9	851.40	887.59	920.88	955.41
1	4	S8	831.45	866.79	899.29	933.01
2	1	S7	822.60	857.56	889.72	923.08
		S6	799.00	832.96	864.19	896.60
		S5	772.85	805.70	835.91	867.26
1	3	S4	747.30	779.06	808.28	838.59
		S3	726.80	757.69	786.10	815.58
		S2	705.80	735.80	763.39	792.02
1	2	S1	685.50	714.64	741.44	769.25

Band	Level	Salary System Grade	Rate per Week (\$)			
			First Pay Period after 1 Nov 2010	First Pay Period after 1 July 2011	First Pay Period after 1 July 2012	First Pay Period after 1 July 2013
				4.25%	3.75%	3.75%
1	T10	T10	852.15	888.37	921.68	956.24
	T9	T9	822.60	857.56	889.72	923.08
	T8	T8	787.65	821.13	851.92	883.86
	T7	T7	752.65	784.64	814.06	844.59
	T6	T6	718.95	749.51	777.61	806.77
	T5	T5	668.30	696.70	722.83	749.94
	T4	T4	583.60	608.40	631.22	654.89
	T3	T3	499.05	520.26	539.77	560.01
	T2	T2	424.20	442.23	458.81	476.02
	T1	T1	339.80	354.24	367.53	381.31

D.W. RITCHIE, Commissioner

ILLAWARRA VENUES AUTHORITY AUSTRALIAN WORKERS UNION (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Illawarra Venues Authority.

(No. IRC 327 of 2012)

Before Commissioner Tabbaa

28 February 2012

AWARD

AWARD ARRANGEMENT

The conditions of employment contained in Part A of this award apply to all employees.

The conditions of employment contained in Part B of this award apply only to all non-managerial employees.

The conditions of employment contained in Part C of this award apply only to all managerial employees.

PART A - ALL EMPLOYEES

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Intention
5.	No Extra Claims
6.	Application
7.	Period of Operation
8.	Terms of Engagement
9.	Rates of Pay
10.	Payment of Wages
11.	Superannuation and Salary Sacrificing
12.	Income Protection
13.	Training
14.	Meal Breaks and Allowances
15.	Annual Leave and Annual Leave Loading
16.	Long Service Leave
17.	Sick Leave
18.	Personal Carers Leave / Bereavement Leave
19.	Time off in Lieu / Make up Time / Roster Days
20.	Parental Leave
21.	Jury Service
22.	Introduction of Change
23.	Redundancy
24.	Performance Management
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26.	Disputes Procedure
27.	Role of the Union
28.	Consultative Committee
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PART B - GENERAL STAFF

Clause No.	Subject Matter
1.	Terms of Engagement
2.	Classifications
3.	Termination of Employment
4.	Hours of Work
5.	Overtime and Time Off In Lieu
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10.	Multi-Hiring

PART C - MANAGEMENT STAFF

Clause No.	Subject Matter
1.	Engagement
2.	Duties and Responsibilities
3.	Performance Review
4.	Remuneration
5.	Provision of a Vehicle
6.	Termination
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8.	Confidentially
9.	Professional Indemnity
10.	Resources
11.	Professional Development
12.	Expenses

PART D - MONETARY RATES

Table 1 - General Staff Weekly Rates of Pay
 Table 2 - Management Staff Weekly Rates of Pay
 Table 3 - Other Rates and Allowances

PART A - ALL EMPLOYEES**1. Title**

This award shall be known as the Illawarra Venues Authority Australian Workers Union (State) Award 2011.

2. Definitions

"Employee" means a person employed by the Office of Communities NSW at the Illawarra Venues Authority on a permanent full-time, permanent part-time, fixed-term or casual basis.

"IVA" means the Illawarra Venues Authority (or any subsequent entity assuming responsibility for the Authority), whose employees are considered employees of the Office of Communities NSW (or any subsequent entity assuming responsibility for the Office of Communities NSW).

"Union" means the Australian Workers Union, Port Kembla South Coast & Southern Highlands Branch New South Wales.

3. Parties

The parties to this award are:

- a. Office of Communities NSW; and
- b. The Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales (the Union).

4. Intention

- 4.1 The parties to this Award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the Illawarra Venues Authority and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

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. Application

- 6.1 This Award is binding on the Illawarra Venues Authority, employees of the Office of Communities NSW working for the IVA, and the Australian Workers Union (New South Wales Branch) representing their members employed at the IVA, in respect of the employment conditions and rates of pay for the Office of Communities NSW employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the Illawarra Venues Authority.
- 6.2 This Award shall equally apply to any sub-contracted organisation or individual employing persons, other than manager classifications, who would otherwise either have been employed by the IVA, other than organisations or individuals who either are party to, or obliged by common rule application to, observe Awards or Agreements of the Australian Liquor Hospitality Miscellaneous Workers Union in regard to cleaning, security, childcare or catering services or otherwise excluded by the operation of State or Federal law.

7. Period of Operation

- 7.1 This award will operate from the first pay period commencing on or after 13 September 2011 and will remain in force for a period of three years, and rescinds and replaces the Illawarra Region Sporting Venues Authority Australian Workers Union (State) Award 2009 published 26 March 2010 (370 I.G. 11).
- 7.2 The award stands alone. All other agreements and awards are excluded from having any application to employees of the Office of Communities NSW working for the IVA while performing the work covered by the Agreement.

8. Terms of Engagement

Employees under this Award shall be engaged as either Permanent (full-time or part-time) or Casual employees.

- 8.1 Permanent weekly full-time employees, including management, will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Section A of Table 1 or in Table 2 of Part D, Monetary Rates.

Permanent annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Permanent annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in Clause 5 of Part B, Overtime and Time off in Lieu.

- 8.2 Permanent weekly part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the IVA and the employee concerned, provided that such lesser hours are no fewer than 80 hours per month or 4 hours per shift.

Part-time employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates. The provisions of subclause (b) of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

- 8.3 Probationary Period: Notwithstanding anything elsewhere contained in this Clause, and Clause 3 of Part B, Termination of Employment, a maximum of the first three (3) months of permanent employment will be on a trial basis and may be terminated by at least two days' notice. If this notice is not given during this period the payment or forfeiture of two (2) days' wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- 8.4 Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement.
- 8.5 The IVA may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- 8.6 Despite any other provision of this Award, the IVA is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

9. Rates of Pay

- 9.1 The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- 9.2 The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2 and 4 of Part D attached hereto.
- 9.3 An employee will only be classified and paid at a higher level of skill if the IVA has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- 9.4 An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.

- 9.5 A weekly or annualised salaried employee who, during a period of relief greater than 5 working days, is required to perform the duties of a Manager and, in the opinion of the appropriate Department Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management position.
- 9.6 When the employee undertakes a proportion of the duties and responsibilities of the relief position an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

10. Payment of Wages

- 10.1 All moneys payable to employees will be paid weekly, fortnightly or monthly, by agreement with the employee, by electronic funds transfer.
- 10.2 For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

11. Superannuation and Salary Sacrificing

- 11.1 The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- 11.2 Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust), Australian Super, or HESTA (Health & Community Services Industry Fund) on a monthly basis on behalf of employees engaged under the provisions of this award.

SALARY SACRIFICE TO SUPERANNUATION

- 11.3 Notwithstanding the salaries as varied by clause 9, Rates of Pay of this Part, an employee may elect, subject to the agreement of the IVA, to sacrifice a portion of the salary payable under clause 9 Rates of Pay to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed may be up to one hundred (100) percent of the salary payable under Clause 9 Rates of Pay.
- 11.4 Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
- i. Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - ii. Any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Clause 9 Rates of Pay of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 11.5 Where an employee elects to salary sacrifice in terms of subclause 11.3 above, the IVA will pay the sacrificed amount into the relevant superannuation fund.

12. Income Protection

- 12.1 All permanent weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.
- 12.2 It is a term of this award that the IVA will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

13. Training

- 13.1 The IVA acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.
- 13.2 No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.
- 13.3 The IVA will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the IVA will accept responsibility for arranging the training in all cases where the IVA requests such training to meet staffing requirements.
- 13.4 The IVA will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the IVA as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- 13.5 An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

14. Meal. Breaks and Allowances

- 14.1 Full-time and part-time employees
- i. All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- 14.2 Casual Employees
- i. All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
 - ii. Casual employees who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

15. Annual Leave and Annual Leave Loading

- 15.1 The annual leave provisions will be governed by the *Annual Holidays Act 1944* (NSW) as amended.

- 15.2 All permanent employees shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- 15.3 Permanent employees engaged as General Staff under Part B shall be paid at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- 15.4 The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- 15.5 Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- 15.6 No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.
- 15.7 An employee may elect, with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- 15.8 Access to annual leave, as prescribed in paragraph 14.7 of this clause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- 15.9 An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

16. Long Service Leave

- 16.1 Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 16.2 For continuous service post 1st September 2005, employees shall accrue long service leave as follows:
 - a. Ten weeks paid leave after ten years' service, and thereafter,
 - b. Five weeks paid leave on the completion of each additional five years' service.
- 16.3 Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

17. Sick Leave

- 17.1 A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 17.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- 17.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 17.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 17.5 Where an employee is absent for more than one consecutive day, or more than three single days in a year, the employee shall provide the employer with a doctor's certificate.

- 17.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

18. Personal Carers Leave / Bereavement Leave

Use of Sick Leave

- 18.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 18.3.2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 16, Sick Leave, of this Part 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.

- 18.2 The employee shall, if required, 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 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.

- 18.3 The entitlement to use sick leave in accordance with this subclause is subject to:

18.3.1 The employee being responsible for the care and support of the person concerned; and

18.3.2 The person concerned being:

- a. a spouse of the employee, or
- b. a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- c. a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- d. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- e. a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- 18.4 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 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 shall notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

Unpaid Leave for Family Purpose

- 18.5 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 18.3.2 above who is ill.

BEREAVEMENT LEAVE

- 18.6 A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

19. Time Off in Lieu / Make Up Time / Roster Days**19.1 Time Off in Lieu of Payment of Overtime**

19.1.1 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 twelve (12) months of the said election.

19.1.2 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.

19.1.3 If, having elected to take time as leave in accordance with paragraph (19.1.1) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

19.1.4 Where no election is made in accordance with the said paragraph (19.1.1), the employee shall be paid overtime rates in accordance with the award.

19.2 Make-up Time

An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

19.3 Rostered days off

19.3.1 An employee may elect, with the consent of the employer, to take a rostered day off at any time.

19.3.2 An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.

19.3.3 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 employer or employee.

19.3.4 Where a dispute may arise in respect of this sub-clause, the disputes procedure as provided for in Part A - Clause 26 will be followed.

20. Parental Leave

20.1 A permanent full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the *NSW Industrial Relations Act 1996*.

20.2 Concurrent with the above unpaid leave provisions, all employees shall be entitled to the following employer paid parental leave provisions:

- a. Paid Maternity Leave - fourteen (14) weeks paid maternity leave to all female permanent full-time and part-time employees
- b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male permanent full-time and part-time employees

20.3 Federal Government Paid Parental Leave

The Federal Government's paid parental leave scheme commenced on 1 January 2011. The scheme complements the employee's entitlement to unpaid parental leave under the National Employment Standards.

20.3.1 What does the scheme provide?

Eligible working parents can receive up to 18 weeks of paid parental leave. Parental leave pay is a fixed rate for all eligible parents - regardless of their income - and is calculated by reference to the national minimum wage. The current rate is \$570 per week and will be indexed from mid-2012.

The payments are taxable income. Tax will be deducted and payments will be recorded on end of financial year employment statements. Employers are not required to make superannuation contributions on the payments.

20.3.2 Who is eligible?

The payments are available to an employee who:

has the primary care of a child born or adopted after 1 January 2011

is an Australian resident or citizen

meets the 'work test' immediately before the birth or adoption of the child

received a taxable income of \$150,000 or less during the previous financial year (individual income - not family income), and

has taken leave from their workplace, or not engaged in paid work, from the birth of the baby or adoption of the child.

20.3.3 What is the work test?

To be eligible for the payment, the primary carers must have:

worked for at least 10 of the 13 months prior to the birth or adoption of the child

worked for at least 330 hours during that 10 month period and

have had no more than an eight-week gap between consecutive working days, with at least one hour of work being performed.

20.3.4 When can an employee claim?

The earliest a claim can be made is 97 days prior to the expected date of birth or adoption. The last date that a claim can be made is the day before the child's first birthday, or the first anniversary of the child's placement (in the case of adoption).

However, employees need to remember that if a claim is made within 18 weeks of the child's first birthday or anniversary of placement, the claimant is only eligible to claim for the period up to the first anniversary. This means that an employee claiming in this period will not receive the full 18 weeks' benefit.

20.3.5 How does an employee claim?

The Family Assistance Office assesses every claim for paid parental leave, even where the payments will be made through the person's employer. The FAO will make a payability

determination. The FAO will also make a determination as to whether the paid parental leave must be administered by the person's employer, or through the FAO.

Applications for paid parental leave are not made to employers directly, even when the employer will facilitate the payments.

20.3.6 Can the Government funded leave be combined with other types of leave?

Paid Parental Leave can be received before, after or at the same time as other entitlements, including employer-provided paid parental leave.

20.3.7 Who pays?

Paid Parental Leave is funded by the Federal Government. However, for many employees, it will be paid by their employer who, in turn, receives funding for the payments directly from the Government.

Until 1 July 2011, payments to employees can be made directly by the Family Assistance Office. From 1 July 2011, the employer must provide the parental leave pay to employees who have:

- worked for the employer for at least 12 months before the birth or adoption of the child;
- are Australian-based employees, and
- are entitled to at least eight weeks of paid leave.

In other cases, the Family Assistance Office will continue to provide the payment.

20.3.8 When does the entitlement cease?

The entitlement to paid parental leave ceases once an employee returns to work. A person returns to work on a day if they perform one hour or more of paid work on a single day. This means that if an employee performs even a single hour of paid work, they cease to be eligible. If they are already receiving payments at the time they return to work, their entitlement to any remaining weeks' benefit ceases from the time they perform the work.

However, employees are entitled to 10 'keeping in touch' days while on leave. A keeping in touch day is a working day that allows an employee to keep in touch with their place of work or that facilitates their return to work after their leave. Training or planning days and conference are examples of 'keeping in touch' activities. Ordinary work activities are not 'keeping in touch' days.

21. Jury Service

A permanent employee required to attend for jury service will be reimbursed by the IVA the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

22. Introduction of Change

- 22.1 Where the IVA 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 IVA will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- 22.2 "Significant effects" include termination of employment, major changes in the composition of the IVA workforce or in the skills required; the elimination or diminution of job opportunities, promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes

provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.

- 22.3 The IVA will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause 22.1 of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- 22.4 The discussions will commence as early as practicable after a definite decision has been made by the IVA to make the changes referred to in subclause (a) of this clause.
- 22.5 For the purpose of such discussion, the IVA will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the IVA will not be required to disclose confidential information, the disclosure of which would be contrary to the IVA's interests.

23. Redundancy

- 23.1 Where the IVA has made a definite decision that the IVA no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the IVA will hold discussions with the employees directly affected and with the union.
- 23.2 The discussions will take place as soon as practicable after the IVA has made a definite decision which will invoke the provisions of subclause 23.1 of this clause, and will cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any effects of any terminations on the employees concerned.
- 23.3 For the purposes of the discussion the IVA will, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the IVA will not be required to disclose confidential information, the disclosure of which would be contrary to the IVAs' interests.
- 23.4 Where an employee is transferred to lower paid duties for reasons as set out in subclause 23.1 of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminate, and the IVA may, at the IVAs' option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks still owing.
- 23.5 In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause 3 of Part B, Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause 23.1 of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

Period of Continuous Service	Severance Pay
Up to the completion of 5 years	1 week's pay for each completed year of service
5 years and over	3 week's pay for each completed year of service

- 23.6 In addition to the above scale, one additional week's pay per year of service will be paid to employees over the age of 45 years at the date of redundancy offer being made by the IVA.

"Week's pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

In addition, employees will be paid the following benefits:

- a. Payment of annual leave loading on all accrued annual leave.
 - b. Payment of pro-rata long service leave, for employees with more than ten years continuous service.
- 23.7 An employee whose employment is terminated for reasons set out in subclause 23.1 of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the IVA until the expiration of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.
- 23.8 During the period of notice of termination given by the IVA an employee will be allowed up to two days' time off without loss of pay during each week of notice, for the purpose of seeking other employment. The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.
- 23.9 Where a decision has been made to terminate employees in the circumstances outlined in subclause 23.1 of this clause, the IVA will notify a Commonwealth Government Accredited Employment Service as soon as possible giving relevant information including the number of categories of employees likely to be affected and the period over which the terminations are intended to be carried out.

The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.

This clause will not apply where employment is terminated as a consequence of serious and wilful misconduct or conduct that justifies instant dismissal.

The redundancy provisions contained in this clause do not apply to casual employees of IVA.

24. Performance Management

- 24.1 The IVA and the Union shall develop a classification and performance review procedure and criteria.
- 24.2 A committee made up of 2 Trust representatives and 2 workplace Union representatives shall work collectively to produce the review package for the consideration of the IVA, the Union and its members.
- 24.3 The IVA shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a weekly or annualised employee.
- 24.4 An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.
- 24.5 Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.
- 24.6 Members of the management team will participate with the general Manager of the IVA, and in the case of the General Manager with the Chairperson of the IVA and the Director General, Office of Communities NSW, in establishing a program of Performance Review and work to an agreed set of Key performance Indicators that will be drawn from the IVA's Annual Business Plan.
- 24.7 The IVA agrees to employ a facilitator to assist in the development of the Performance Management Plan, if the committee cannot come to an agreement on its design or implementation.

25. Disciplinary Procedure

- 25.1 Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- 25.2 The establishment of a warning system will not preclude the right of the IVA to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause 3 of Part B, Termination of Employment.
- 25.3 The basis of the three-warning system is as follows:
- 25.3.1 An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
- 25.3.2 Should no improvement be forthcoming, then a second warning may be issued.
- 25.3.3 A third, or final, warning can be issued if there has been no improvement. If no improvement occurs
after the issuing of a final warning then the employee is liable to dismissal.
- 25.3.4 Each warning will remain in force, individually, for two years, unless superseded by a further warning at the next level of this warning system. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
- 25.3.5 All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

26. Disputes Procedure

- 26.1 The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
- a. The employee or employees concerned will discuss the matter with their immediate supervisor or appropriate manager in the presence of the Union Delegate if the employee(s) so wish.
 - b. If the matter is not resolved, it will be brought to the attention of the General Manager who will attempt to settle the matter by consultation.
 - c. If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - d. If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - e. While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
 - f. All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.
 - g. The employee or employees who raise the grievance may be involved in the discussions at all levels of this procedure.

27. Role of the Union

27.1 Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

27.1.1 Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

27.1.2 Union/Employer Co-operation.

To facilitate union membership, the IVA will:

- a. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
- b. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
- c. Provide the union with access to talk to all new employees at all induction training. In this regard the IVA will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
- d. Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
- e. Notwithstanding the above, where an employee indicates they have an objection to joining the union, the IVA shall advise the union of this within 2 weeks. The union shall then be provided with appropriate access to this employee to further promote the benefits of union membership.

27.1.3 Role of the union delegate

- a. For the purpose of the union conducting their business on a day to day basis, the IVA will recognise duly elected/appointed union delegates.
- b. Union delegates will be allowed reasonable time during work hours to interview the IVA or the IVA's representatives on matters affecting employees.
- c. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
- d. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

27.1.4 Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

- a. The representative discloses to the IVA nominee the complaint which is to be investigated;
- b. The representative conducts such investigations in the presence of the IVA's Nominee;
- c. The representative does not interfere with work proceeding in the workshop or plant;
- d. The representative conducts themselves properly.

28. Consultative Committee

- 28.1 A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.
- 28.2 Minutes of each meeting will be kept and made available to the IVA or the union if required.

29. Anti Discrimination

- 29.1 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.
- 29.2 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.
- 29.3 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.
- 29.4 Nothing in this clause is to be taken to affect:
 - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 29.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

PART B - GENERAL STAFF

1. Terms of Engagement

For the purpose of consistency and clarity, the provisions under this clause are equivalent to those expressed in Part 'A' Clause 8 of this award and, as such, are not repeated.

2. Classifications

2.1 Employees shall perform all duties required by the IVA within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.

2.2 Subject to (2.2) above, employees engaged by the week shall be advised in writing of their employment relating to the following classification structure:

2.3 LEVEL 1

2.3.1 Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

2.3.2 A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

2.3.3 Provided that an employee who hasn't demonstrably reached the standard of performance required by the IVA justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative position.

2.4 LEVEL 2

2.4.1 Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the IVA, and who is continuing such training, or has recognised industry experience appropriate to the IVA's needs.

2.4.2 A Level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

- i. Assist with the on-the-job training of Level 1 employees, to a limited degree;
- ii. Exercise intermediate keyboard skills with instructions;
- iii. Demonstrated ability to work from instructions or procedures;
- iv. Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;
- v. Demonstrated customer service skills;
- vi. Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

- vii. Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues
- viii. Knowledge of safe handling procedures in regards to tools and chemicals

2.4.3 Indicative tasks for Level 2 shall include but not be limited to:

Events Staff	Grounds Building And Technical Staff	Administration & Client Support
Usher Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant	Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver	General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison

2.5 LEVEL 3

- 2.5.1 Shall be an employee who has completed structured training and/or experience recognised by the IVA as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the IVA’s needs.
- 2.5.2 An employee at this Level shall assist with the training and development of staff at Levels 1 and 2.
- 2.5.3 An employee at this Level shall exercise discretion within one’s own level of skill and training, whilst taking responsibility for the quality of one’s own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

2.5.4 Indicative tasks at this level would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer Non-qualified Bookkeeper Bookings Clerk Personal Assistant

2.6 LEVEL 4

- 2.6.1 Shall be an employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards across a mixed trade team.
- 2.6.2 Indicative tasks and competencies for a Level 4 employee would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
	Typical work at this Level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Grounds Keeper	Typical work at this Level includes: Book-keeper

2.7 Level 5

2.7.1 Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the IVA's operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

2.7.2 A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

2.7.3 Indicative tasks and competencies for a Level 5 employee would include:

Events Staff	Grounds Building Technical Staff	Administration & Client Support
	Typical work at this Level includes: Operations Coordinator	Typical work at this Level includes: IT/Systems Coordinator Accounts Officer

2.8 Progression to succeeding levels within the above structure will be dependent on a demonstrated capacity to perform the functions required and availability of a vacant position.

3. Termination of Employment

3.1 Employment may be terminated by either the IVA or the employee at any time during the week by the giving of the following notice (except as provided by subclause (8.3) of Clause 8 Terms of Engagement of Part A, and subclause (3.6) of this clause:

Period of Continuous Service	Period of Notice
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years	4 weeks

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

3.2 An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.

3.3 The IVA will not terminate an employee's employment for reasons related to the employee's conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the IVA could not reasonably be expected to give the employee that opportunity, in accordance with the disciplinary procedure contained in clause 25 of Part A.

3.4 An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the IVA) for the purpose of seeking another job.

- 3.5 Following a request from the terminated employee, the IVA will provide a written statement of the period of employment and the type of work performed.
- 3.6 The IVA may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- 3.7 The employment of a casual employee may be terminated by either the IVA or the employee without the giving of notice. However, the IVA will pay wages for the minimum period as set out in subclause (8.4) of Clause 8 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

4. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

4.1 Hours of Work (Permanent Employees)

4.1.1 To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

- a. A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- b. A maximum of 10 ordinary hours will be worked in any 24 hours period.

4.2 The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

4.3 Rosters (Permanent Employees)

4.3.1 Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days' notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days' notice has been given.

4.3.2 If a changed roster is advised with less than seven days but more than 48 hours' notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.

4.4 Rosters (Casual Employees)

Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours' notice they shall be paid for half of the number of hours rostered originally.

5. Overtime and Time Off in Lieu

5.1 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a weekly full-time or part-time employee engaged under the provisions of Section A of Part D, in the following circumstances:

- a. For all hours worked in excess of 10 per shift
- b. For all hours worked in excess of 76 in a fourteen day cycle

5.2 Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.

- 5.3 An employee who has worked between midnight and 6:00am (and has commenced work before 5:00 am), will be provided with a meal by the IVA or be paid the amount as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.
- 5.4 Weekly employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 5.5 Notwithstanding subclauses 5.1, 5.2 and 5.3 of this Clause, employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:
- a. Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours e.g. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty eight (28) day cycle without the payment of overtime or time off in lieu.
 - b. All hours worked in excess of 172 hours per twenty eight (28) day cycle (or pro-rata hours for part-time annualised employees) shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee
 - c. 'Overtime rates' in above subclause 5.5 (b) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked
 - d. The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave
 - e. It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible
- 5.6 The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other staff or patrons of the IVA.

6. Meal Breaks and Allowances

- 6.1 Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- 6.2 All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

7. First Aid Allowance

An employee who holds an appropriate first-aid certificate and who is appointed by the IVA to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part D.

8. Public Holidays

- 8.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.

- 8.2 Entitlement to paid absence on the Union Picnic Day shall only apply to weekly and annualised employees who are members of the Union.
- 8.3 Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate weekly classification.
- 8.4 Where the Picnic Day referred to in subclause (8.2) of this Clause falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

9. Uniforms and Protective Clothing

- 9.1 Where employees are required to wear a branded uniform they will provided free of charge.
- 9.2 Where items of clothing referred to in sub-clause (9.1) are required to be cleaned and maintained by the employee the provisions of Part D Table 3, herein, shall apply.
- 9.3 The IVA commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees.
- 9.4 The IVA shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- 9.5 All uniform items, protective clothing and other tools provided by the IVA shall remain the property of the IVA and shall, upon demand be returned to the IVA in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this sub-clause is complied with by the employee.

10. Multi-Hiring

Employees may be separately engaged as casual employees (whether they hold weekly positions or not) for duties in a separate section of the IVA's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would normally be performed.

An Operator engaged for stage productions will be remunerated at the appropriate tech rate for the duration of such engagement.

The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

PART C - MANAGEMENT STAFF

1. Engagement

Management staff shall be engaged as either permanent employees or as fixed-term employees for a period of up to three years.

2. Duties and Responsibilities

2.1 The employee shall:

- a. Satisfactorily carry out the duties and responsibilities set out in the position description as provided to the employee upon commencement in that position;
- b. take all necessary steps to meet the Performance Management Plan that will be established between the General manager and the employee as varied annually;
- c. promote the best interests of the IVA; and
- d. perform all duties imposed by law.

2.2 The employee will assist the General Manager in the implementation of decisions and policies of the IVA.

2.3 It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the IVA and the employee.

2.4 In addition, notwithstanding subclause 2(a) of this Part, if one of the Management Team leaves, or the business of the IVA changes significantly, the IVA reserves the right to vary the duties and responsibilities set out in the position description following consultation with the employee.

2.5 Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

3. Performance Review

3.1 The General Manager of the IVA and the employee shall review the Performance Management Plan regularly.

3.2 The performance agreement shall set realistic strategic objectives and performance measures consistent with the duties and responsibilities set out in the position description.

3.3 The employee will take an active role in the preparation of the IVA's Annual Budget and the IVA's Annual Business Plan from which the performance measures will be considered.

3.4 Performance shall be monitored and reported formally on a six-monthly basis.

3.5 The General Manager of the IVA will give the employee appropriate feedback on the standard of the employee's performance.

4. Remuneration

4.1 The employee shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the position description, and within the salary range as set out in Table 2 of Part D Monetary Rates.

4.2 The salary paid under sub-clause 4(a) is compensation for all hours worked, including work on public holidays and weekends.

4.3 Superannuation shall be based on the employee's salary, excluding the provision of a motor vehicle.

5. Provision of a Vehicle

- 5.1 An employee may be provided with a vehicle as part of their employment.
- 5.2 Where a vehicle is supplied in accordance with this clause it shall be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the IVA), with fuel supplied, except when the employee uses the vehicle when on leave
- 5.3 The IVA agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

6. Termination

- 6.1 Where an employee is to be terminated, the following notice period shall apply.
- a. By the employee giving two (2) months' notice, with the General Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.
 - b. By the IVA with one (1) month notice in writing or by the payment of one (1) month's pay in lieu of notice by the IVA, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.
 - c. By the IVA, without notice, if the employee commits any act that could entitle the IVA to summarily dismiss the employee including:
 - i. any serious or persistent breach of any conditions of employment
 - ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the IVA
 - iii. wilful neglect or disobedience in the discharge of the employee's duties to the IVA
 - iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.
 - d. By the IVA if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause shall constitute a medical retirement and the IVA may consider appropriate financial retirement arrangements.
- 6.2 Upon termination of employment, the employee shall immediately return all property of the IVA to the IVA.
- 6.3 The provisions of Clause 22 Introduction of Change of Part A and Clause 23 Redundancy of Part A apply, notwithstanding the provisions of this Clause.

7. Hours of Work

- 7.1 The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.
- 7.2 Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the IVA.

8. Confidentially

- 8.1 Confidentiality in respect to the IVA's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the IVA in a manner that would not be in the best interest of the IVA.
- 8.2 Any intellectual property invented or created by the employee as a result of his/her employment under this contract shall remain the property of the IVA, unless agreed in writing between the parties to this Award.

9. Professional Indemnity

The IVA will indemnify the employee against any loss or claim made by a third party or cause of action of any kind arising out of their employment, provided the employee acted honestly, diligently and in good faith.

10. Resources

The IVA shall ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the IVA and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the position description.

These resources may include the provision of a mobile phone.

11. Professional Development

It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.

Where in pursuance of these aims, the employee is granted permission by the IVA to attend a conference, seminar, short term study course or the like, the IVA shall meet all associated costs and shall continue payment of full salary and benefits to the employee.

12. Expenses

The employee is entitled to be reimbursed those expenses legitimately and reasonably incurred in conducting and managing the arrangements of the Venues and a part of the duties outlined in the employee's position description.

PART D - MONETARY RATES

Table 1 - General Staff Weekly Rates Of Pay

SECTION A - PERMANENT EMPLOYEES

1. Weekly rate of pay for a week not exceeding 38 ordinary hours.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Ordinary Weekly Rate 13 September 2011 +3.25% \$	Ordinary Weekly Rate 13 September 2012 +3.25% \$	Ordinary Weekly Rate 13 September 2013 +3.25% \$
Level 1	1	684.33	706.57	729.53
Level 2	1	711.99	735.13	759.02
	2	720.73	744.15	768.33
	3	748.39	768.33	793.30

Level 3	1	765.87	790.76	816.46
	2	786.25	811.80	838.18
	3	822.65	849.39	877.00
Level 4	1	835.76	862.92	890.96
	2	866.33	894.49	923.56
	3	902.74	932.08	962.37
	4	1,001.35	1,033.89	1,067.49
	5	1,099.95	1,135.70	1,172.61
Level 5	1	1,193.94	1,232.74	1,272.80
	2	1,310.42	1,353.01	1,396.98
	3	1,412.35	1,458.25	1,505.64
	4	1,553.57	1,604.06	1,656.19
	5	1,708.93	1,764.47	1,821.82

2. Employees engaged under Section A1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

SECTION B - CASUAL EMPLOYEES

1. Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Classification	Step	Per Hour	Per Hour	Per Hour
		13 SEP 2011 +3.25% \$	13 SEP 2012 +3.25% \$	13 SEP 2013 +3.25% \$
Level 1	1	22.52	23.25	24.01
Level 2	1	23.42	24.18	24.97
	2	23.71	24.48	25.28
	3	24.61	25.41	26.24
Level 3	1	25.19	26.01	26.86
	2	25.86	26.70	27.57
	3	27.06	27.94	28.85
Level 4	1	27.50	28.40	29.32
	2	28.50	29.43	30.39
	3	29.69	30.65	31.65

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. The maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3; progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.
3. Employees engaged under Section B1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 8 of Part B herein.

SECTION C - JUNIOR RATES

- a. Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:

Under 17 years of age - 80% of the appropriate rate.

Under 18 years but more than 17 years - 90% in the appropriate rate.

18 years and older - 100% of the appropriate rate.

- b. Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 2 of Part B, here-in.

SECTION D - ANNUALISED SALARIED EMPLOYEES

Employees engaged under annualised salary packages for all incidents or work under this award.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Salary per Annum 13 September 2011 +3.25% \$	Salary per Annum 13 September 2012 +3.25% \$	Salary per Annum 13 September 2013 +3.25% \$
Level 1				
Level 2	1	46,748.12	48,267.43	49,836.12
	2	47,321.72	48,859.68	50,447.62
	3	49,138.10	50,735.09	52,383.98
Level 3	1	50,285.30	51,919.57	53,606.96
	2	51,623.69	53,301.46	55,033.76
	3	54,013.68	55,769.12	57,581.62
Level 4	1	54,874.08	56,657.49	58,498.86
	2	56,881.66	58,730.31	60,639.05
	3	59,271.64	61,197.97	63,186.90
	4	65,746.43	67,883.19	70,089.39
	5	72,220.54	74,567.70	76,991.15
Level 5	1	78,391.53	80,939.25	83,569.78
	2	86,039.48	88,835.76	91,722.92
	3	92,731.45	95,745.22	98,856.94

Table 2 - Management Staff Rates Of Pay

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings.

Level	Pay Point	13 Sep 2011	13 Sep 2012	13 Sep 2013
3	Maximum	158,707.64	163,865.64	169,191.27
	Minimum	128,856.00	133,043.82	137,367.74
2	Maximum	121,876.30	125,837.28	129,926.99
	Minimum	107,380.00	110,869.85	114,473.12
1	Maximum	103,729.08	107,100.28	110,581.04
	Minimum	96,642.00	99,782.87	103,025.81

Table 3 - Other Rates & Allowances

	Allowance	13 SEP 2011		13 SEP 2012		13 SEP 2013	
		Amount \$	Casuals	Amount \$	Casuals	Amount \$	Casuals
1	Laundry Allowance	14.36 Per week	1.32 Per shift	14.83 Per week	1.36 Per shift	15.31 Per week	1.40 Per shift
2	Meal Allowance	10.45	10.45	10.79	10.79	11.14	11.14

3	First Aid Allowance	2.69 Per shift	2.69 Per shift	2.78 Per shift	2.78 Per shift	2.87 Per shift	2.87 Per shift
4	Offensive Matter Cleaning Allowance	3.36 Per day	3.36 Per shift	3.47 Per day	3.47 Per shift	3.58 Per day	3.58 Per shift
5	Leading Hand Allowance						
	3 to 10 employees	33.96 Per week	1.12 Per hour	35.06 Per week	1.16 Per hour	36.20 Per week	1.20 Per hour
	11 to 20 employees	42.44 Per week	1.39 Per hour	43.82 Per week	1.44 Per hour	45.24 Per week	1.49 Per hour
	More than 20 employees	50.92 Per week	1.67 Per hour	52.57 Per week	1.72 Per hour	54.28 Per week	1.78 Per hour

I. TABBAA, Commissioner

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(1420)

SERIAL C7748**INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 344 of 2012)

Before The Honourable Justice Backman

22 February 2012

VARIATION

1. Delete subclause (5) of clause 5, ICAC Officer Classification and Salary Structure of the award published 28 August 2009 (368 I.G. 1594), and insert in lieu thereof the following:
 - (5) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of four percent (4%) with effect from the beginning of the first full pay period to commence on or after 1 July 2008, and a further four percent (4%) increase with effect from the beginning of the first full pay period to commence on or after 1 July 2009, and a further 4% from the beginning of the first full pay period commencing on or after 1 July 2010 and a further 2.5% backdated to the first full pay period in July 2011.
2. Delete subclause (18) of clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH), and insert in lieu thereof the following:
 - (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
3. Delete Schedule 1, and insert in lieu thereof the following:

SCHEDULE 1**ICAC OFFICER CLASSIFICATION SALARY RATES**

ICAC GRADE		FFPP 1.7.10 Per annum \$	FFPP 1.7.11 Per annum \$
1A	1st year	44,738	45,857
	2nd year	45,721	46,865
	3rd year	47,298	48,480
	4th year	48,484	49,696
	5th year	49,665	50,907
1B	1st year	50,455	51,716
	2nd year	51,829	53,125
	3rd year	53,406	54,741
	4th year	54,788	56,157
	5th year	56,170	57,573
1C	1st year	55,970	57,369
	2nd year	57,348	58,782
	3rd year	58,927	60,399
	4th year	60,305	61,812
	5th year	62,275	63,831

2	1st year	63,459	65,047
	2nd year	64,839	66,461
	3rd year	66,612	68,277
	4th year	68,779	70,498
	5th year	70,359	72,118
3	1st year	72,328	74,136
	2nd year	74,297	76,155
	3rd year	75,875	77,772
	4th year	78,240	80,195
	5th year	80,212	82,216
4	1st year	81,985	84,034
	2nd year	83,956	86,055
	3rd year	86,520	88,684
	4th year	88,881	91,104
	5th year	91,251	93,533
5	1st year	93,017	95,343
	2nd year	95,186	97,566
	3rd year	97,948	100,396
	4th year	101,101	103,628
	5th year	103,467	106,053
6	1st year	104,058	106,658
	2nd year	107,209	109,888
	3rd year	109,381	112,116
	4th year	112,138	114,941
	5th year	115,688	118,580
7	1st year	114,111	116,964
	2nd year	115,881	118,779
	3rd year	117,853	120,799
	4th year	119,627	122,618
	5th year	124,159	127,263
8	1st year	121,599	124,639
	2nd year	124,947	128,071
	3rd year	128,102	131,304
	4th year	131,255	134,535
	5th year	134,601	137,966

4. Delete the Table in Schedule 2, and insert in lieu thereof the following:

SCHEDULE 2**ALLOWANCE RATES**

- (1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FPP 1.7.10 \$	FPP 1.7.11 \$
Associate's Allowance subclause 28(2)		
- Total allowance payable in 12 month financial period not to exceed	5,358 pa	5492 pa
- 50% allowance payable to approved staff members on basis of training and availability	2,679 pa	2746 pa
- Daily Rate	66.97 pd	68.65 pd
Community Language Allowance Scheme subclause 28(3)	1,165 pa	1194 pa
First Aid Allowance subclause 28(4)	749 pa	769 pa

5. Delete paragraphs (a) and (b) of subclause (4) and insert in lieu thereof the following:

- (a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.
-
- Engine capacity:

2601 cc and over	75 cpk
1601 to 2600 cc	74 cpk
1600 cc or less	63 cpk

- (b) Specified journey rate will be 40% of official business rate. Engine capacity:

2601 cc and over	30 cpk
1601 to 2600 cc	29.6 cpk
1600 cc or less	25.2 cpk

6. This variation shall take effect from 1 July 2011.

A. F. BACKMAN *J*

Printed by the authority of the Industrial Registrar.

PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1835 of 2011)

Before The Honourable Justice Backman

12 December 2011

AWARD**PART A****1. Arrangement**

PART A

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

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award published 28 August 2009 (368 I.G. 1669).
- (c) This award shall take effect on and from 1 July 2011 and the award will remain in force until 30 June 2012.

3. Classifications and Salaries

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

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

4. All Incidence of Employment Allowance

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

5. Hours of Work and Overtime

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

6. Leave Entitlements

- (a) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 40, 41, 43, 44, 45, 47, 48, 49, 50, and 51 of the Crown Employees (Parliament House Conditions of Employment) Award 2010 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

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

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

7.2 Family and Community Service Leave - general

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

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

7.3 Family and Community Service Leave - entitlement.

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

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

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

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

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

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

- (g) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

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

7.7 Use of make-up time

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

7.8 Use of other leave entitlements

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

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

7.9 Grievance and dispute handling process

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

8. Saving of Rights

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

9. Anti Discrimination

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the *Industrial Relations Act 1996* to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti- discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause

10. Dispute Avoidance and Settling Procedures

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

Step 1

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

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

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

Step 2

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

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

Step 3

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

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

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

Step 4

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

11. No Extra Claims

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

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

PART B**MONETARY RATES****Table 1 - Salaries effective from the first full pay period after:**

Classification	1 July 2010 \$	1 July 2011 \$
Reporter		
1st year of service	77,372	79,306
2nd year of service	80,480	82,492
3rd year of service	84,714	86,832
4th year of service	88,219	90,424
5th year of service	90,757	93,026
Senior Reporter	93,450	95,786
Sub Editor	100,671	103,188
Senior Sub Editor	106,668	109,335
Deputy Editor	113,237	116,068

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2010 \$	1 July 2011 \$
15,601	15,991

A. F. BACKMAN *J*

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(1904)

SERIAL C7689

RIVERINA WATER COUNCIL ENTERPRISE AWARD 2010

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1576 of 2011)

Before Commissioner Ritchie

12 October 2011

AWARD

Clause No.	Subject Matter
1.	Title
2.	Coverage and Parties
3.	Date and Period of Operation
4.	Objectives
5.	Future Negotiations
6.	Enterprise Agreements
7.	Workplace Arrangements and Consultative Process
8.	Workplace Change and Redundancy
9.	Grievance and Disputes Resolution Procedure
10.	Terms of Employment
11.	Disciplinary and Counselling Procedure
12.	Part Time Employment
13.	Temporary Employees
14.	Casual Employees
15.	Job Share Employment
16.	Appointments and Grading
17.	Alternative Duties and Functions
18.	Hours of Work
19.	Shift Work
20.	Payment
21.	Salary Sacrifice
22.	Superannuation Fund Contributions
23.	Overtime
24.	On Call
25.	Call Back
26.	Meal Time and Allowances
27.	Sick and Carer's Leave
28.	Annual Leave
29.	Long Service Leave
30.	Paid Maternity Leave.
31.	Supporting Parent Leave
32.	Union Picnic Day
33.	Award Holidays
34.	Jury Service
35.	Bereavement Leave
36.	Trade Union Leave
37.	Leave Without Pay
38.	Travelling Allowance
39.	Drivers Licences
40.	Private Motor Vehicle - Allowances
41.	Civil Liability Engineering Professionals
42.	Training

43. Supply of Residence by Employer
44. Living Away Allowance
45. Wet Weather
46. Health and Safety
47. Tool Allowance
48. Telephone
49. Expenses
50. No Extra Claims
51. Out Sourcing
52. Classifications and Rates of Pay
53. Superannuation - Additional
54. Employee Loyalty/Attendance Bonus
55. Breach of Award

APPENDICES

APPENDIX A - Anti Discrimination Clause

APPENDIX B - Rates of Pay

APPENDIX C - Allowances

1. Title

This document, however so defined or described at law, shall be known as the Riverina Water Council Enterprise Award 2010 (hereinafter referred to as the "Award").

2. Coverage and Parties

This Award shall apply to Riverina Water County Council, (hereinafter referred to as "Riverina Water") at 91 Hammond Avenue, Wagga Wagga, New South Wales, and its employees excepting the General Manager and Senior Executive Staff.

This Award shall be read in conjunction with the Riverina Water County Council Enterprise Award 2007 published 27 August 2007 (No. IRC 1314 of 2007) (hereinafter referred to as the "2007 Award") and shall prevail over the 2010 Award to the extent that this Award provides more favourable conditions of employment for employees or where the 2010 Award is silent.

The parties to this Award are Riverina Water, the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; the Electrical Trades Union of Australia, New South Wales Branch; and the Association of Professional Engineers, Scientists and Managers, Australia.

3. Date and Period of Operation

This Award shall commence on and from 19 November 2010 and shall remain in force up until 30 June 2013. This Award may be varied or rescinded:

- (i) At any time with the mutual consent of all parties to the Award;
- (ii) At any time by the Industrial Relations Commission of New South Wales if the Industrial Relations Commission of New South Wales considers that it is not contrary to the public interest to do so and that there is a substantial reason to do so;
- (iii) At any time by a court or tribunal in accordance with applicable employment law.

This Award shall cease to have force and effect on 30 June 2013.

4. Objectives

- (i) The agreed objectives of this Award are:

- (a) To continue Co-operation with Riverina Water to achieve its management plan objectives and strategies and improve productivity by taking action to reduce water wastage and ensuring pump power usage efficiency and early detection and repair methods; ensuring customer relations strategies and level of service strategies are met by delivering high quality attention and action in service to customers; taking action to reduce operating and maintenance costs; being responsible in environmental matters.
- (b) To continue Development of the highest quality training, career opportunities and occupational health and safety programs and policies.
- (c) To continue Delivery of quality customer service and continuous improvement programs.

Recognition of the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.

Provision of terms and conditions of employment in conjunction with operational policies and procedures.

5. Future Negotiations

At least three months before the expiry of this Award the parties are to commence negotiations for a replacement enterprise award.

6. Enterprise Agreements

The parties to this Award recognise that enterprise agreements and/or Council agreements may be entered into for alternative provisions to those in this Award.

7. Workplace Arrangements and Consultative Process

- (i) Consultative committees will be established by mutual agreement. A consultative committee shall comprise representatives of Riverina Water and employees.
- (ii) The role of a consultative committee shall be to discuss and develop methods of achieving the objectives of this Award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements to those under this Award or for inclusion in enterprise agreements.
- (iii) The form, structure and procedures of consultative committees meetings shall be determined by agreement between Riverina Water and the employees.
- (iv) The members of a consultative committee reserve the right to seek advice on matters under discussion by the consultative committee.
- (v) Consultative committees shall not be utilised in respect of matters which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures.
- (vi) Senior management and the unions may be invited to attend and participate in consultative committee meetings.

8. Workplace Change and Redundancy

- (i) Council's Duty to Notify
 - (a) Where Council 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 Council shall notify the employees who may be affected by the proposed changes and the unions to which they belong.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Council's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Award makes provision for the alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(ii) Council's duty to Discuss Change

- (a) Council shall discuss with the employee(s) affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub-clauses (i)(a) and (b) of this clause, what affects the changes are likely to have on the employee(s) and measures to avert or mitigate the adverse changes on the employee(s) and shall give prompt consideration to matters raised by the employee(s) and/or their union in relation to the changes and may reconsider its original decision.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Council to make the changes referred to in sub-clause (i)(a) and (b) of this clause.
- (c) For the purposes of the discussion, the Council shall provide to the employee(s) concerned and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on the employee(s) and any other matters likely to affect the employee(s).

(iii) Discussion Before Termination

- (a) Where Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone pursuant to subclause (i) (a) and (b) of this clause and that decision may lead to the termination of employment, the council shall hold discussions with the employee directly effected and with the union to which they belong.
- (b) The discussion shall take place as soon as it is practicable after the council has made a definite decision which shall invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of the terminations of the employee(s) concerned.
- (c) For the purposes of the discussion, the Council shall, as soon as practicable, provide to the employee(s) concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and category of employee(s) likely to be effected and the number of employee(s) normally employed and the period over which the terminations are likely to be carried out. Provided that the Council shall not be required to disclose confidential information the disclosure of which would adversely affect the Council.

(iv) Notice to Centrelink

Where a decision has been made to terminate employees, the Council shall notify Centrelink as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(v) Notice of Termination

- (a) Four weeks notice to terminate or pay in lieu thereof shall be given except in cases where the employee is 45 years of age or over with 5 years service, where 5 weeks notice shall be given.
- (b) Where an employee is to be terminated because of the introduction of technology the employee shall be entitled to the following:

1. Three (3) months notice of termination or
2. Payment in lieu of the notice in paragraph (1.) above. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
3. The full notice period in paragraph (i) above shall be deemed to be service with the Council for the purposes of calculating leave entitlements under this award, regardless of whether part payment in lieu thereof is provided.

(vi) Severance Pay

- (a) This subclause shall apply where an employee is terminated due to redundancy. A council shall be exempt from the operation of this subclause where the employee concerned has been offered, but has refused to accept, an alternative position within the council's organisation structure of comparable skill and accountability levels and remuneration no less than the position previously held by the employee.
- (b) In addition to any required period of notice, and subject to subclause (v) of this Clause, the employee shall be entitled to the following:

Completed Years of Service with Council	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	9 weeks pay
3 years and less than 4 years	13 weeks pay
4 years and less than 5 years	16 weeks pay
5 years and less than 6 years	19 weeks pay
6 years and less than 7 years	22 weeks pay
7 years and less than 8 years	25 weeks pay
8 years and less than 9 years	28 weeks pay
9 years and less than 10 years	31 weeks pay
10 years and thereafter	34 weeks pay

- (vii) An employee who resigns during the period of notice is entitled to the same redundancy payments provided in this clause as if they have remained in the council's employment until the expiry of the notice period.
- (viii) During a period of notice of termination given by the council, an employee shall be allowed up to one day off without loss of pay during each week of notice for the purpose of seeking other employment. Where required by the Council the employee shall provide proof of attendance at an interview.
- (ix) If the employee agrees to be redeployed by council into a lower paid position, the employee's existing salary and conditions shall be maintained for a period equivalent to the amount of notice and redundancy pay that the employee would be entitled to under this Award. Provided that should the employee resign during the period of salary maintenance, as provided for by this subclause, the balance of any notice and redundancy pay that the employee would have been entitled to for the remainder of the period of salary maintenance shall be paid on termination.
- (x) The council shall, upon receipt of a request from an employee to show employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification or the type of work performed by the employee.
- (xi) The council shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (xii) In the event that council determines that a position is redundant, council where practicable, shall firstly offer such redundancy on a voluntary basis.

- (xiii) Nothing in this Award shall be construed so as to require the reduction or alternation of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industry unions and the councils bound by this award.
- (xiv) Subject to an application by the Council and further order of the Industrial Relations Commission on New South Wales (or such other person or body agreed to by all parties to the Award), Council may pay a lesser amount (or no amount) of severance pay than that contained in subclause (vi) above if the council obtains acceptable alternative employment for an employee.
- (xv) Nothing in this clause shall restrict an employee with ten years service or more and council from agreeing to further severance payments.

9. Grievance and Disputes Resolution Procedure

- (i) In the event of any grievance or dispute arising in relation to this enterprise Award or to the performance of any work, or in respect of any matter which could affect the continuity of work, the work shall continue in the usual manner without bans or limitations on the performance of work while the steps below are followed.

Step 1: The grievance or dispute should firstly be discussed between the employee or employees concerned and the relevant immediate area or unit supervisor.

Step 2: If the matter is still not settled, the nature of the grievance or dispute and the remedy sought should be put in writing and submitted to the relevant immediate area or unit supervisor who shall arrange a conference with senior management and if requested, the employee/s representative.

Steps one and two should be completed within five days.

Step 3: If the matter is still not settled, a conference shall be held if requested by the employee/s, between an Official of their union and Riverina Water's appointed representative.

Step three should be arranged within five days

Step 4: If the matter is still not resolved, Riverina Water and the employee/s may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee and if requested their union representative and a person with appropriate authority from Riverina Water. The costs of the mediation shall be born by Riverina Water.

The mediation conference is to not be held in a legalistic manner and shall be approached by all to bring about an agreed solution: The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.

If a settlement is reached, the terms of settlement shall be written down and signed by both parties and the mediator before the mediation conference is terminated and it shall be binding on the parties and enforceable.

Either party may terminate the mediation conference, in writing, at any time.

Step 5: If the matter is still not settled either party may apply to the Industrial Relations Commission to enable the matter to be settled by conciliation/arbitration.

- (ii) At the request of the employee/s, their union and Riverina Water may agree in stating a case for the opinion of the Commission on any question arising under this Award. The parties will use this procedure to resolve grievances and disputes.
- (iii) During the grievance and dispute resolution procedure, the work situation that existed prior to the grievance or dispute shall be maintained without prejudice to any party.

- (iv) This procedure shall not prevent Riverina Water, or if the employee/s request their union making direct representations to one another on any matter giving rise to or likely to give rise to a dispute or grievance.

10. Terms of Employment

- (i) Probationary Periods

Riverina Water, when offering employment may include a probationary period of employment of up to three months (with scope for extension of the probationary period up to a further three months) in the letter of offer of employment. Where the period of probation is extended, the employee shall be given the reasons in writing.

- (ii) Termination of Employment

- (a) Notice Of Termination

Riverina Water shall give to an employee and an employee shall give to Riverina Water notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual agreement.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Riverina Water if the full notice or part notice is not given. If the employee fails to give notice or gives incomplete notice, Riverina Water shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct justifying instant dismissal, casual employees, or temporary employees at the end of their period of temporary employment.

- (b) Statement of Employment

Riverina Water shall, on request from an employee ceasing employment, give the employee a written statement specifying the period of employment, the employee's classification and the type of work performed by the employee.

- (iii) Time off Work During the Period of Notice

An employee working during notice of termination shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Riverina Water. Further time off may be granted at Riverina Water's discretion.

11. Disciplinary and Counselling Procedure

An employee, whose work performance or conduct is unsatisfactory or does not meet Riverina Water's code of conduct or written operational standards of Riverina Water shall be informed of the nature of the unsatisfactory performance or conduct and the required standard to be achieved. The employee shall be given an opportunity to explain and shall agree to meet the required standard. A written record detailing the agreed standard to be

met and nature of the unsatisfactory performance or conduct shall be signed by the employee and supervisor. The employee shall be permitted to notate the written record and shall be given a copy.

If the agreed standard is not met, the employee will be counselled and given a written warning that continued failure to meet the standard, over a defined time frame, will result in disciplinary action.

Further failure to meet the standard will result in a final written warning detailing the disciplinary action to be taken in the event of a further failure to meet the standard.

Employee's Rights

Notwithstanding the procedures above, an employee shall:

- (i) Have access to their personal files and may take notes and/or obtain copies of the contents of the file.
- (ii) Be entitled to sight, note and/or respond to any information placed on their personal file which may be regarded as adverse.
- (iii) Be entitled to make application to delete or amend any disciplinary or other record mentioned on their personal file which the employee believes is incorrect, out-of-date, incomplete or misleading.
- (iv) Be entitled to request the presence and/or involvement of a representative of either the union or some other person at any stage.
- (v) Be entitled to make application for accrued leave for whole or part of any suspension during the investigation process.

Riverina Water shall have the right to take other disciplinary action at any time in cases of serious misconduct.

12. Part Time Employment

- (i) A part time employee is an employee who works less than the number of ordinary hours worked by full time employees
- (ii) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- (iii) A part time employee shall be entitled to pro-rata award conditions. Annual leave, long service leave and all other authorised leave shall be on a proportional basis as the employee's average hours of work relate to those worked by full time employees.

A part time employee shall receive overtime rates for any time worked in excess of the daily and weekly ordinary hours specified for a full time employee.

13. Temporary Employees

- (i) A temporary employee is an employee employed temporarily for a period not exceeding twelve months, and includes a temporary part-time employee. A casual employee shall not be employed as a temporary employee.
- (ii) A full time or part time temporary employee shall be paid the rate of pay as is applicable for the classification to which they have been appointed. Temporary employees shall not be used to replace a full time position.

14. Casual Employees

- (i) A casual employee is an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour. Full time, part time and temporary employees are not casual employees.
- (ii) A casual employee shall be paid the equivalent of the hourly rate of pay for the appropriate classification plus a loading of 25 per cent with a minimum payment of three hours pay for each start. The 25% casual loading is not included in the calculation of overtime.

The casual loading prescribed is in lieu of the entitlements arising under this award, of annual leave, sick leave and payment for award holidays.

15. Job Share Employment

Where two or more employees mutually agree to share the hours and duties of a position on a job share basis and Riverina Water agrees, each employee shall be employed on a part time basis.

Riverina Water may advertise a vacant position on a job share basis.

Where a job share employee leaves Riverina Water, the position may revert to a full time position if the remaining part time job share employee agrees.

16. Appointments and Grading

- (i) Appointment and, promotion shall be subject to:
 - (a) the employee's satisfactory performance of duties and functions and
 - (b) the employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Riverina Water shall maintain a job evaluation system to determine the award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered.
- (iii) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Riverina Water having regard for the duties, functions, responsibilities, skill requirements and work value principles.
- (iv) An employee who agrees to work in another position which is equal or lower paid may be reclassified or regraded to that position. However, the employee's ordinary rate of pay shall not be reduced for at least four weeks after the commencement of lower paid work.
- (v) Appointment to positions shall be on the basis of appointing the most meritorious applicant having regard for the duties and functions of the position and the abilities, qualifications and experience of the applicants.

17. Alternative Duties and Functions

- (i) Where Riverina Water requires, an employee shall perform work, duties and functions of or incidental to any classification for which the employee is competent.

- (ii) Equal and Lower Paid Work

An employee required to perform work of equal or lower payment shall not be paid less than the employee's usual ordinary rate of pay.

- (iii) Higher Paid Work

Where an employee is required to perform work of a higher graded position for a nominated period they shall be paid the appropriate rate of pay for that position determined by the manager considering skills, experience and competency in accordance with the salary system and shall not be less than the competent level of the higher graded position. Filling a higher grade position will be a requirement determined by a manager.

An employee shall not act in a higher position for more than three months except in case of relieving an employee on leave.

(iv) Higher Pay - Award Holidays

Where an award holiday or group of award holidays occurs during a period when an employee is entitled to payment for higher paid work, the higher payment shall also apply to the holiday or group of holidays.

(v) Higher Pay - Periods of Leave

An employee shall not be paid higher pay for periods of leave unless the employee has acted in the position for at least three months.

(vi) Higher Paid Work - Periods of Training

The provisions of this clause shall not apply to employees who perform the whole or part of higher paid work for the purpose of training and the training is in concert with at least one other employee and does not exceed three months in the aggregate.

(vii) Where a position has become vacant and is occupied on a temporary basis for more than three months, it shall be advertised.

18. Hours of Work

(i) Spread of Hours

Riverina Water and its employees agree that there are three fundamental objectives to consider in determining how an employee's working hours are to be structured under this award:

- (a) the most efficient production and delivery of the service;
- (b) the most effective way of servicing the customer; and
- (c) the most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

The ordinary hours for employees shall be worked between 6.00 am and 6.00 pm Monday and Friday inclusive and shall not exceed twelve hours in any one day, exclusive of unpaid meal breaks. The spread of ordinary hours may be altered by mutual agreement between Riverina Water and employees.

(ii) Starting and Finishing Times

- (a) The starting and finishing times within the spread of hours provided by this clause shall be as determined by Riverina Water in consultation with the employees concerned.

(iii) Ordinary Hours of Work

- (a) The ordinary hours of work for employees engaged in positions with functions of Administration, Professional Engineering, Engineering Assistant, Environmental Officer, Drafting or Finance, shall be thirty five per week arranged on a weekly basis or the basis of seventy per fortnight, to be worked on nine weekdays, in any two week cycle, or where Riverina Water and the unions, in

conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty five hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (b) The ordinary hours of work for all other employees not covered in (a) above shall be thirty eight per week arranged on a weekly basis or the basis of seventy six per fortnight, to be worked on

nine weekdays, in any two week cycle, or where Riverina Water and the unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and fifty two on nineteen weekdays in any four week cycle.

An employee who requests to work a thirty eight hour, five day week to facilitate family or personal considerations may, with the consent of Riverina Water, do so.

- (c) In cases where an employee's rostered day off falls on a award holiday, the employee may take the next scheduled working day as a rostered day off or the employee with the consent of Riverina Water may defer the taking of the day to some other mutually agreed day.
- (d) Employees at either Riverina Water's request or on their own request and with the approval of Riverina Water, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(iv) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty five or thirty eight as appropriate for the employee concerned.

(v) Alternative Arrangements

Alternative arrangements to those in this clause may be entered into by mutual agreement between an employee or group of employees and Riverina Water.

19. Shift Work

Shift Worker

A shift work is an employee who works on a roster, who over the roster cycle, maybe required to work ordinary shifts.

Shift Work

For the purpose of this clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in the following ways.

Day Shift - any shift that starts after 6.00am and finishes before 4pm. Afternoon Shift - any shift finishing after 4pm but no later than midnight Night Shift - any shift finishing before but no later than 6 am.

12 hour Shift - any rostered shift with a 12 hour duration

Other than Day Shift each of the above shifts will attract a 30% shift allowance.

Consultation will occur on any proposed change to the shift roster or proposed increase in staff on a shift roster ahead of any decisions made in a view of reaching agreement.

- (i) Work within the basic 76 hours in each fortnight shall be paid at ordinary rates, with the following additional payments:
 - (a) Additional full time payment for work performed on Saturdays, Sundays.
 - (b) Additional full time payment x two (2) for work performed on a Award Holiday
- (ii) Where an Award holiday or part of is worked, or coincides with a shift day off, the holiday shall be paid as an additional day at ordinary time.

- (iii) Annual Leave taken during shift rosters will be paid at ordinary time hourly rate.
- (iv) Sick, Careers and Bereavement leave taken during shift rosters will be paid at ordinary time hourly rate, plus additional payment and shift allowance if applicable.
- (v) Additional (replacement) shifts worked due to Sick, Careers and Bereavement leave will be paid at two (2) times ordinary rate (Extended leave for Sick, Careers and Bereavement leave greater than 2 shifts will need to be reviewed on a case by case basis).
- (vi) A shift worker whose shift or shifts are changed within a roster shall be paid at two (2) times ordinary rate for the first changed shift. This provision does not apply where two (2) day's notice of change is given.
- (vii) A fifteen (15) minute shift change-over shall occur and it shall be paid at double ordinary hourly rate of pay to the employee working the additional 15 minutes.
- (viii) With the agreement of their supervisor, occasional exchanging of daily shifts between employees covered by this clause (to meet family commitments, for example) is allowed.
- (ix) Shift Plant Operators will be required to perform on-call duties, as part of the duties it may be required that the operator monitors the system on a regular basis. The on-call operator is also required to respond to any scada alarms received. The on-call operator will be paid according to the on-call clause contained in this agreement.
- (x) An employee/s working a 24 hour shift shall continue to be paid phone and electricity allowance.
- (xi) When shift work is required, it will be organised on the basis of two 7.6 hour shifts or two twelve (12) hour shifts per day. 7.6 hour shifts will be on a 14 day roster of seventy six (76) hours. Twelve (12) hour shifts will be on a twenty eight (28) day roster of one hundred and fifty six (156) hours (including four (4) hours overtime paid at double time).

20. Payment

- (i) Pay Cycle: Employees shall be paid fortnightly or in any other cycle by mutual agreement.
- (ii) Direct Crediting of Pay: Payment shall be by direct crediting of an employee's nominated bank, building society or credit union account. Employees' pay shall be credited in nominated accounts no later than the close of business on every second Thursday occurring in the fortnightly pay cycle.
- (iii) In House Benefit: An employee may elect to receive an in house benefit in the form of a reduction in water accounts up to the annual maximum amount of fringe benefit free in house benefit specified under the Fringe Benefit Taxation provisions in lieu of receiving the equivalent amount in wages under this award.
- (iv) Deductions: Riverina Water shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for purposes approved by Riverina Water.

21. Salary Sacrifice

- (i) Council and an employee may agree to sacrifice a portion of the pre-tax ordinary pay as prescribed by the award to the value of the benefits as identified in subclause (ii) of this clause. Such agreement shall not unreasonably be withheld.
- (ii) Benefits that may be salary sacrificed are:
motor vehicles, supplied by council under a leaseback arrangement superannuation.

- (iii) The value of the benefits shall be agreed between the council and employee and shall include fringe benefits tax where applicable. The amount that may be salary sacrificed in cases where council supplies vehicles under a leaseback arrangement, is the amount the leaseback rate is in excess of the employee's contribution from after tax salary necessary to negate the fringe benefit liability.
- (iv) The benefits to be salary sacrificed and their value shall be in writing and signed by both council and the employee.
- (v) Except as otherwise agreed, the employee may request in writing to change the benefits to be salary sacrificed once per year and the council shall not unreasonably refuse the request.
- (vi) An amount equal to the difference between the employee's ordinary pay as prescribed by the award and the value of the benefits received by the employee shall be paid by the council to the employee.
- (vii) The employee is responsible for seeking appropriate financial advice when entering into any arrangement under this clause.
- (viii) The council will ensure that the salary sacrifice arrangement complies with taxation and other relevant laws. The council has the right to vary and/or withdraw from offering salary sacrifice to employee's with appropriate notice if there is any alteration to relevant legislation that is detrimental to salary sacrifice arrangements.
- (ix) The value of the benefits shall be treated as an approved benefit for superannuation purposes and shall not reduce the employee's superable salary.
- (x) Nothing in this clause shall affect the right of an employer to maintain or enter into more beneficial arrangements with respect to salary sacrifice for employees.

22. Superannuation Fund Contributions

Subject to the provisions of the *Industrial Relations Act* 1996, a council shall make superannuation contributions to the Local Government Superannuation Scheme and not to any other superannuation fund.

23. Overtime

- (i) Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall be available to work reasonable overtime to meet the needs of Riverina Water.

- (ii) Sixteen Hour working Period

- (a) An employee shall not be permitted to work more than sixteen (16) hours in any twenty four (24) hour period.
- (b) The twenty four (24) hour period shall be calculated from the commencement time of the sixteen (16) hours worked.

- (iii) Payment for Working Overtime

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

- (a) For overtime worked, Monday to Friday, at the ordinary time rate of pay plus one half the ordinary time rate of pay for the first two hours and at double ordinary time rate of pay thereafter.
- (b) For overtime worked on a Saturday and Sunday, at double ordinary time rate of pay until the employee is released from work.

- (c) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

(iv) Payment for Work on a Holiday

An employee who works on award holiday shall be paid as follows:

- (a) For any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) For any time worked before or after the usual ordinary hours of work, at double ordinary time rate of pay plus one half the ordinary time rate of pay until the employee is released from work.

(v) Time off In Lieu Of Payment

- (a) An employee may elect, with the consent of Riverina Water, to take time off, in ordinary time, in lieu of payment for overtime at a time or times mutually agreed. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.
- (b) Riverina Water shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual.

(vi) Standing By

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

(vii) Transport of Employees

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Riverina Water shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(viii) Rest Period After Overtime

- (a) When overtime work is necessary it shall, wherever reasonably practicable, be arranged that employees have at least ten consecutive hours off duty between the work of successive days.
- (b) The rest period after Overtime shall be as per the rest period after Call Out (see 24(vi))
- (c) The above rest period provisions in (b) shall not apply where an employee has worked planned overtime for a period less than two hours.
- (d) Where an employee is entitled to a rest period and the rest period coincides with an award holiday, the employee shall be entitled to defer starting work by time equivalent on the next ordinary day.

24. On Call

- (i) An employee is on call if Riverina Water requires the employee to be available, outside the employee's usual ordinary hours, for emergency and/or breakdown work.

On call and stand by work shall not include overtime which has been pre-arranged prior to the employee's normal ceasing time.

- (ii) An on call employee must be able to be contacted and respond to a call out within a reasonable time.
- (iii) An employee on call shall be paid an on call allowance at the rate set in Appendix C (Allowances) of this award. The total amount of on call allowance in any one week shall not exceed the amount set in Table 1 of this award.
- (iv) On call work performed outside the usual hours of work shall be paid double the ordinary time rate of pay for the hours worked and from the time the employee responds to the call out. The minimum duration of a call out is deemed to be one hour.
- (v) For each award holiday which an employee is on call, the employee shall be granted one half day to be taken at a mutually agreed time.
- (vi) Rest period after call -out.

An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time or revise their finishing time, without loss of pay by a period equal to one and a half (1.5) times the actual time worked within those hours.

25. Call Back

- (i) An employee shall be on call back if recalled to work overtime without having received notice before ceasing work.
- (ii) An employee working on call back shall be paid a minimum of four hours work at the appropriate overtime rate for each call back which is less than four hours. Any subsequent call backs occurring within a four hour period of a call back shall not attract any additional payments. The minimum of four hours does not apply where the call back is continuous with an employee's usual hours of work, except as provided for in subclause (iv) (a). The overtime rate for call backs commences from the time the employee leaves to attend the call back.
- (iii) Rest Period after Call Back

The rest period after Call Back shall be as per the Rest Period after Call Out (see 24(vi))

- (iv) Call Backs running into normal working hours
 - (a) Where a Call Back runs into normal working hours, a minimum of 4 hours will be paid at the appropriate overtime rate.
 - (b) After working to the revised finishing time (see 24 (vi)) the employee may finish work for the day, or, if deemed fit, may continue until normal finish time. Time worked beyond the revised finish time will be paid at appropriate overtime rates.

26. Meal Time and Allowances

- (i) Meal Breaks
 - (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
 - (b) Employees shall be allowed meal breaks without pay as well as a paid morning break of 10 minutes on each ordinary working day.
- (ii) Meal Times - Shift Workers

Shift workers shall be allowed in each ordinary working shift, a meal crib time of twenty minutes, which shall be treated as part of the shift and paid for accordingly.

(iii) Meal Times

The times fixed for the taking of meal breaks during ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Riverina Water's business.

(iv) Working in Usual Break

(a) An employee's usual time for the taking of a meal break may, by mutual agreement between Riverina Water and the employee, be varied temporarily or shortened in special circumstances rather than on a regular basis.

(v) Overtime Meal Breaks

(a) An employee required to work overtime for two hours or more prior to the usual starting time or after the usual finishing time, shall be paid a meal allowance at the rate set in Appendix C of this award. The allowance shall also be paid after each further four hours of overtime worked and after each four hours worked on the employee's non working days.

(b) A paid overtime meal break shall be allowed after the first two hours of overtime and after each subsequent four hours of overtime. Paid overtime meal breaks shall not exceed twenty minutes and are time worked for the purpose of calculating overtime.

(vi) Shift Work Overtime

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(vii) On-Call Included

Meal breaks and meal allowances shall apply to employees engaged in on-call emergency and/or breakdown work.

27. Sick and Carer's Leave

(i) Sick Leave Entitlement

An employee who is unable to attend work on account of personal illness or accident, not being due to serious misconduct or on account of injury by accident arising out of and in the course of employment, shall be entitled to sick leave without deduction of pay during each year of service subject to the following conditions and limitations -

(a) Each employee's sick leave entitlement shall be as follows: During the first year of service, fifteen days. In each of the second, third, fourth and fifth years of service fifteen days and in each subsequent year of service, eighteen days.

(b) The employee shall be required to produce evidence satisfactory to Riverina Water that such absence was due to personal illness or accident, not being injury arising out of and in the course of the employee's employment nor arising from other employment, sufficient to prevent the performance of normal duties. Proof of illness or injury by accident and inability to attend for work may be required after two days absence or after three separate periods in each year of service.

(c) An employee shall as soon as practicable notify Riverina Water, of the employee's inability to attend on account of illness or injury and advise Riverina Water of the estimated duration of absence.

- (d) An employee with at least ten years service with Riverina Water may at the discretion of the employer be granted additional sick leave where an illness or injury results in the employee exhausting their accumulated sick leave.
- (e) An employee who, at the commencement of this award, had accumulated sick leave transferred from another employer shall retain that entitlement for use when sick or injured.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted paid sick leave and who in respect of the period of leave receives compensation under any Act or law shall reimburse Riverina Water from that compensation, amounts paid for the leave.

(iii) Accumulation of Leave

Untaken sick leave shall accumulate from year to year and be available in subsequent years of employment.

- (iv) Employees who are ill for a minimum of 5 consecutive working days whilst on Annual Leave or Long Service Leave may apply to the General Manager to have the leave re-credited. The employee must provide a doctors certificate and be able to demonstrate that as a consequence of the illness or injury their leave was disrupted.

(v) Accumulated Sick Leave - Termination of Employment

Employees who had credits of untaken sick leave under previous awards or agreements at 15 February, 1993, shall on termination of employment, if those credits still stand, be paid their current ordinary time rate of pay for those credits in accordance with the provision which existed under the previous award or agreement.

(vi) Personal Carer's Leave

- (a) An employee, with responsibilities in relation to a class of person set out in sub paragraph (vi) (e) who need their care and support, shall be entitled to access their accumulated sick leave for personal carer's leave to provide care and support to those persons when they are ill and no other carer is available or until alternative arrangements are able to be made.
- (b) An employee who accesses personal carer's leave shall, where Riverina Water requires, provide a medical certificate or statutory declaration as evidence of illness of the person who required care. The employee shall also, where practicable, give Riverina Water prior notice of the taking of personal carer's leave. Where prior notice has not been given, the employee shall notify Riverina Water by phone at the first opportunity on the day of the absence.
- (c) In normal circumstances, an employee shall not take personal carer's leave where another person is providing the immediate family or household member with care.
- (d) Personal carer's leave may be taken for part of a single day.
- (e) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) The employee being responsible for the care and support of the person concerned: and,
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or

- wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purpose of this paragraph:
 - 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.
 - (f) an employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub-clause (vi) (e) (ii) above who is ill.
 - (g) an employee may elect with the consent of the employer, to take annual leave for the purposes of providing care to a class of person set out in sub-clause (vi) (e) (ii).
 - (h) 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 twelve (12) months of the said election.
 - (i) overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (j) if, having elected to take time as leave, in accordance with subclause (h), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (k) an employee may elect, with the consent of Riverina Water, 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 the award, at the ordinary rate of pay.
 - (l) an employee on shift work may elect, with the consent of the employer, work 'makeup 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.
 - (m) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (n) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (o) 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.

28. Annual Leave

- (i) Annual leave of absence consisting of four weeks at the ordinary rate of pay, exclusive of award holidays observed on working days shall be granted to an employee after each twelve months service. Employees engaged on shift roster will be entitled to an additional 20 hours of annual leave after each twelve months on service.
- (ii) Annual leave shall be taken on its due date or as soon as mutually convenient to the employee and Riverina Water. Riverina Water may give an employee at least four weeks notice to take leave where the employee has accumulated in excess of eight weeks leave.
- (iii) An employee before proceeding on annual leave shall be paid the employee's usual rate of pay for the period of leave calculated as if the employee had been at work for the period of leave.
- (iv) On termination of employment, an employee shall be paid all accumulated annual leave and proportionate annual leave for the incomplete year of employment. Proportionate annual leave shall be equal to one twelfth of the employee's ordinary weekly rate of pay at the date of termination multiplied by each completed week of employment in the incomplete year.
- (v) An employee whose ordinary rate of pay varies from time to time shall have their ordinary rate of pay calculated as the average of their rate over the preceding twelve months prior to taking annual leave.

29. Long Service Leave

- (i) Amount of Leave

Riverina Water shall credit each employee, long service leave on full pay after each period of continuous service on the following basis:

On completion of ten years service, 13 weeks

After completion of each of the eleventh to fifteenth years, 1.7 weeks per year After completion of each of the sixteenth to twentieth years, 2.7 weeks per year after completion of each subsequent year, 2.6 weeks per year

- (ii) Accrual of Leave

Long service leave shall accrue on a basis proportionate to the scale of leave set out above.

- (iii) Taking of Leave

Long service leave shall be taken at a time mutually convenient to Riverina water and the employee in minimum periods of one week.

- (iv) Award Holidays

Long service leave shall be exclusive of award holidays occurring during leave.

- (v) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) All approved paid leave

- (b) Previous employment with Great Southern Energy, Southern Riverina County Council or Riverina Water.
- (c) Employment as a part-time or casual employee.
- (d) Service with any Local Government Council in New South Wales shall be service for the purpose long service leave accrual under this Award provided that the former employer pays to Riverina Water the monetary value of the long service leave which the employee has accrued at the time of transfer.
- (e) Service in the armed forces, enlisted or conscripted, shall be service for the purpose of long service leave accrual provided that the employee was an employee of Riverina Water, its predecessor or a Local Government Council in New South Wales at the time of commencing the service.
- (f) Periods which shall not be included in the calculation of continuous service are absence on parental leave and leave with out pay.
- (g) Employment with a group training company during the term of an apprenticeship/traineeship for the periods hosted by council to be recognized as service should they obtain full time employment with council during their time upon completion of their apprenticeship/traineeship.

(vi) Discharged Entitlements

Long service leave entitlements shall be reduced by periods of long service leave taken.

(vii) Payment for Leave

(a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, tool allowances, shift allowances or any all purpose allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week period prior to the date of commencement of the leave:

(b) Full Pay

During a period of long service leave, an employee shall be paid, in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave.

(c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(viii) Termination of Employment

(a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Riverina Water shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(b) Short Service

Where an employee has completed at least five years continuous service and the employee's employment is terminated for any reason, other than serious misconduct, Riverina Water shall

pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

(c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

(ix) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

30. Paid Maternity Leave

(i)

(a) This clause applies to all full time and part time female employees who have had 12 months continuous service with council immediately prior to the commencement of maternity leave or special maternity leave and to female casual employees who have worked on a regular and systematic basis with council for at least 12 months prior to the commencement of maternity leave or special maternity leave.

(b) Paid maternity leave shall mean leave taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Paid maternity leave consists of an unbroken period of leave.

(c) Paid special maternity leave shall mean leave taken by an employee where the pregnancy of the employee terminates before the expected date of birth (other than by the birth of a living child), or where she suffers illness related to her pregnancy, and she is not then on paid maternity leave provided that a medical practitioner certifies such leave to be necessary before her return to work.

(ii)

(a) An employee shall be entitled to a total of 14 weeks paid maternity leave or special maternity leave on full pay; or 28 weeks maternity leave or special maternity leave on half pay; or maternity leave or special maternity leave on a combination of full pay or half pay provided the leave does not exceed the equivalent of 14 weeks on full pay.

(b) The employee may choose to commence paid maternity leave before the expected date of the birth.

(iii)

(a) Annual leave, long service leave, unpaid maternity leave and any accumulated time in lieu may be taken in conjunction with paid maternity leave and special maternity leave, subject to council approval, provided that the total period of leave does not exceed 52 weeks.

(b) The period of paid maternity leave and special maternity leave is taken into account in calculating the employee's long service, annual and sick leave accruals.

(c) Paid maternity leave may not be extended beyond the first anniversary of the child's birth.

(iv) Payment for maternity leave and special maternity leave is at the ordinary rate applicable prior to the commencement of the leave period. Employees working as permanent part time employees will be paid at their ordinary part time rate of pay calculated on the regular number of hours worked. A casual employee's rate of pay will be calculated by averaging the employee's weekly wage in the 12 months immediately prior to the employee commencing paid maternity leave or special maternity leave.

(v) Paid maternity leave and special maternity leave shall be exclusive of public holidays.

- (vi) Notice of intention to take paid maternity leave.

The employee must:

provide council with certification of the expected date of confinement at least 10 weeks before the child is due. This is known as the first notice;

advise council in writing of her intention to take paid maternity leave and the proposed start date at least 4 weeks prior to that date. This is known as the second notice.

Provide a signed statutory declaration that the employee will be the primary care giver to the child and that the paid maternity leave will not be taken in conjunction with any partner accessing paid parental leave entitlements.

- (vii) The employee will not engage in any other form of paid work during the period of paid maternity leave without the approval of the General Manager.
- (viii) Any government funded parental paid parental leave provisions as prescribed in the *Paid Parental Leave ACT 2010* (Cth) will be in addition to current entitlements as prescribed by 30 Paid Maternity Leave sub clause (ii) (a) of the Riverina Water Award 2010.

31. Supporting Parent Leave

An employee who is a supporting parent shall be entitled to up to 5 days paid leave taken at the time their partner gives birth to a child or at the time the employee adopts a child provided that the employee has had 12 months continuous service with council immediately prior to the commencement of their supporting parent leave.

32. Union Picnic Day

Union Picnic Day shall for the purposes of this Award be regarded as a holiday for employees who are financial members of the union(s). The Union Picnic Day shall be on a day as is agreed between the council and the union(s).

The union(s) shall advise the council of financial members as at the time of the Union Picnic Day. Such advise must be given at least two weeks prior to the Union Picnic Day.

Employees who are not financial members of the union(s) and who are required to work on Union Picnic Day, shall be paid ordinary pay for their normal working day.

Employees who are not financial members of the union(s) and who not required to work on Union Picnic Day, may apply to council to take annual leave ,time off in lieu of overtime, leave without pay, such other leave as may be approved by council, or maybe required by council to make up time.

33. Award Holidays

- (i) Holidays: All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay:
- (a) Any day proclaimed as a State wide public holiday or any locally proclaimed holiday within the boundaries of Riverina Water.
- (b) The employees' picnic day, to be held on a day as is mutually agreed between Riverina Water and the employees. Provided that a reasonable level of customer service is to be provided on the day.

(ii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Riverina Water which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

34. Jury Service

An employee shall notify Riverina Water as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave with out loss of pay.

- (i) An employee shall be paid by Riverina Water the difference between the jury service fee received and the employee's ordinary time rate of pay for the jury service during the employee's usual ordinary working hours.
- (ii) An employee required to attend for jury service during a period of annual leave shall, on application and on production of satisfactory evidence, be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

35. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 25 (vi) (e).
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 25(vi)(e), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under any clause of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

36. Trade Union Leave

An employee who has been sponsored by a union to attend a course of training shall be entitled to paid leave of absence to attend the course. A pool of ten days is available each calendar year from which employees may draw upon. However, Riverina Water may grant additional days at its discretion. One accredited union delegate to the union's annual conference shall be entitled to paid leave for the duration of the conference.

37. Leave Without Pay

- (i) Periods of leave without pay, shall be taken at a time mutually convenient to council and the employee and shall not be regarded as service for the purpose of computing long service leave, sick leave or annual leave. Such periods of leave without pay shall not however constitute a break in the employee's continuity of service.
- (ii) An employee shall not be entitled to any payment for public holidays during an absence of approved leave without pay.

38. Travelling Allowance

- (i) An employee, who is required to undertake additional travelling time outside the employee's ordinary hours of work which is in excess of the employee's usual travelling time on any day Monday to Friday, shall be paid for the excess travelling time at ordinary time rate of pay.
- (ii) An employee, who is required to undertake additional travelling time on a weekend or award holiday, shall be paid for the excess travelling time at ordinary time and one half.

39. Drivers Licences

- (i) An employee required to hold a motor vehicle driver's licence or motor cycle rider's licence shall be reimbursed the cost of the licence by Riverina Water.
- (ii) Riverina Water shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements by the employee.

40. Private Motor Vehicle - Allowances

- (i) An employee who by arrangement, uses a privately-owned motor vehicle at work on a casual basis, shall be paid as per the table in Appendix C.

41. Civil Liability - Engineering Professionals

- (a) Except where such responsibility and the exercise of such skills have been specifically and demonstrably paid for in accordance with the salary system established by the council, an employee who is an engineering professional.
 - (i) Is directly involved in applying engineering principles to the asset management of council assets, including the planning for, designing, maintaining, replacing, rehabilitating or disposing of: and
 - (ii) Such assets may give rise to liability under the *Civil Liability Act 2002* shall be paid an allowance in addition to weekly rate, as set out in Appendix C Allowances.
- (b) The provision in (a) above shall not be construed so as to require the reduction or alteration of more advantageous benefits or conditions under any arrangements existing at the date the award was varied to give effect to this clause.

42. Training

- (i) The parties to this award agree there is a commitment to training and skill development. Training will be directed to:
 - (a) developing a more highly skilled and flexible workforce;
 - (b) providing employees with career opportunities through skill acquisition; and removing barriers to the utilisation of skills acquired.
- (ii) To ensure that employees have the skill, competence and training to perform duties and functions, employees shall undertake and complete relevant employer endorsed training in respect of their duties and functions. Employer endorsed training includes essential and optional training. Riverina Water shall meet all reasonable costs and expenses incurred by employees in undertaking essential training and may assist in the cost of optional training.
- (iii) An employee who is required to undertake reasonable travel outside the ordinary hours of work to attend employer endorsed training shall be paid at ordinary time rate of pay for any travel in excess of two hours on any one day.

43. Supply of Residence By Employer

Where an employee is provided with a residence by Riverina Water (with or without concessions), the weekly value of the residence (and concessions) shall be agreed upon from time to time between the employee and employer.

44. Living Away Allowance

Living Away Allowance - An employee required to work at a distance from the employee's usual residence and who is required to remain at that location overnight, shall be provided with suitable accommodation of at least an NRMA rating of three stars, if available at that place, including up to \$5.00 per night for personal phone calls, and in addition shall be paid a living away allowance as per Appendix C. The employee shall also be reimbursed for any authorised incidental expenses.

45. Wet Weather

Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee remains at work until directed to leave work; stands by as directed; and reports for duty as directed.

46. Health and Safety

- (i) Section 8 of the *Occupational Health and Safety Act 2000* (NSW) requires employers to ensure the health, safety and welfare at work of all the employees of the employer.
- (ii) Employees are required to wear appropriate protective clothing and use safety equipment for the purpose for which they are provided, and observe all other safety procedures, practices and instructions.

47. Tool Allowance

- (i) Employees who are required to supply their own tools of trade shall, in addition to the rates of pay prescribed, be paid the amount set in Appendix C of this Award.
 - (a) Tool Kits: Tool allowances paid to employees shall be deemed to apply in respect of a full range of tools ordinarily used in carrying out the duties and functions of the employee's classification, and the employee shall, if requested, furnish a list of the tools.
 - (b) Ownership: Tools for which allowances are paid shall remain the property of the employee, be kept in proper working conditions and be available for use by the employee at all times in the exercise of duties.
 - (c) Loss of Tools: Tools, in respect of which an allowance is paid, shall be replaced or paid for by the employer in the event of their loss or damage by fire or other cause beyond the employee's control, or in the event of their theft during any act of breaking and entering of premises outside the ordinary working hours, provided the tools were kept in accordance with any established provisions for their security.
 - (d) Special Purpose Tools: Tool allowances shall not cover tools required for special uses or purposes exceptional to the ordinary trade functions of the employee's classification.
 - (e) Use of Tools: Tools issued to an employee shall be used only in the course of his duties, and for the purpose for which they are supplied.
 - (f) Care of Tools: Employees shall be responsible for the proper upkeep of all tools, and other equipment, implements and articles, issued for their use, and shall replace or pay for any items lost or damaged through misuse or negligence.

- (g) Payment for Other Purposes: Tool allowances shall apply during periods of annual leave, sick and accident leave, long service leave and award holidays, but shall be excluded in the calculation of any payment for accrued leave made to the employee upon termination of service.

48. Telephone

An employee who is required to install a telephone at the employee's home, shall be reimbursed the annual rental fees, charges and the cost of calls in connection with Riverina Water.

49. Expenses

All reasonable expenses incurred by an employee in connection with their work shall be reimbursed by Riverina Water.

50. No Extra Claims

The parties to this Award agree not to pursue any additional or extra claims during the term of this Award except in accordance with Clause 6.

51. Out Sourcing

- (i) Where Riverina Water is considering a change of practice to involve out sourcing or contracting work out, it will notify the employees and their union/s. It will also provide employees and their union/s with fourteen days notice to respond with suitable proposals about alternative arrangements to out sourcing prior to any decision to invite tenders.

Riverina Water at the same time as tenders are invited will provide the union/s with a copy of any specification or contract which has been prepared.

The tenders when advertised shall be timed so as to provide the employees with an opportunity to submit an offer to establish that they can do the work to an equivalent standard, timetable and price.

- (ii) Contractors shall have an enterprise agreement with the relevant unions which covers the employees of the contractor.
- (iii) Tenders will be required to specify details of the award coverage including conditions of employment and the classifications and rates of pay applicable under the award as well as the terms of agreement for the contractor to comply with the industry safety standards and practices.
- (iv) Riverina Water will only out source work when there are insufficient resources to meet its work commitment and timetable; or where the safety of the public or the water distribution performance is at risk; or where contracting out work is the most advantageous option taking into account quality, safety and performance.
- (v) When a decision is to be made regarding division of work between Riverina Water and outside resources, due consideration will be taken of the nature of the jobs so that Riverina Water staff have the opportunity to undertake quality work. A copy of the work scope will be available with the relevant manager for perusal by employees, prior to the specification being advertised.

Riverina Water Staff shall have the opportunity to select the quality work to ensure skills are maintained, or provide opportunity for higher quality skills to be obtained.

- (vi) Riverina Water will advise employees and their union/s following consideration of tenders and the above listed factors.
- (vii) Where Riverina Water does contract out work, no employee will, as a result, be made involuntarily redundant. Affected employees will be offered the opportunity for retraining in skills required by Riverina Water.

52. Classifications and Rates of Pay

- (i) An employee shall be allocated an employment classification which describes the employee's major and substantial functions and duties.
- (ii) An employee shall be paid not less than the weekly rate of pay for employee's grade within the employee's allocated classification.
- (iii) Each position shall have an agreed job description which shall be updated at the time of a change to the functions and duties and skill requirements of the position.
- (iv) The weekly rates of pay in this award contain a 1.35% component in lieu of annual leave loading.
- (v) Rates of pay and allowances in this Award shall move by the following: 4% 1st July 2010 3.50% 1st July 2011 and 3.5% 1st July 2012.

53. Superannuation - Additional

- (i) Riverina Water will, for each year of this Agreement, make an additional employer contribution of 50%.
- (ii) The additional 0.50% each year will be made for all employees whether they are Accumulation or Defined Benefit Fund members as per table below.

Year	Rate
1 July 2010	12.50%
1 July 2011	13.00%
1 July 2012	13.50%

- (iii) that councils Superannuation Guarantee Levy Contribution (SCG) will be maintained at no less than 13.50% upon the conclusion of this award and the parties to the award may review the SCG should the Government Contribution Guarantee (SCG) increase from 9%.

54. Employee Loyalty/Attendance Bonus

Qualification:

- (i) An employer must have a Sick Leave balance equal to or greater than:
 - (a) 38 hour employee. 635 hours.
 - (b) 35 hour employee. 585 hours.
- (ii) An employee, upon reaching the required minimum balance set out in Subclause 51.1 (i) (a) or (b) may request to be paid an amount of money that is the equivalent to 50% of their annual Sick Leave entitlement balance for that year, always ensuring their total bank does not reduce below the required minimum.

Procedure:

- (i) A written application is required for all claims to be provided within 30 days after the end of the financial year.
- (ii) If an application is not made within 30 days after the end of the financial year, the leave entitlement being either the full 18 days or part thereof due to any sick leave having been taken will be credited to the employees balance and no payment request can be for that year.
- (iii) The payment, when requested within the required time, will be made as a one off payment following each financial year.

- (iv) If an employee wishes to Salary Sacrifice the payment, then he/she must make prior arrangements in accordance with the ATO ruling.

55. Breach of Award

If this Award is breached by either party, the maximum remedy and/or penalty for such breach shall be no greater than that which is available in respect of a breach of an award made under the *Industrial Relations Act 1996* (NSW).

A party to this Award shall be barred from commencing or continuing an action for breach of this Award in more than one jurisdiction.

APPENDIX A - ANTI DISCRIMINATION CLAUSE

- (i) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which by its terms or operation has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

APPENDIX B - RATES OF PAY**Riverina Water County Council - Pay Rates after 4.0% increase
1st July 2010 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL	
227	Rural Supervisor	119	1	19	1,102.16	1,135.22	1,169.28	1,204.36	1,240.49	19	64,753.41
226		118		18						18	62,867.38
		117		17						17	61,036.30
		116		16						16	59,258.54
		115		15						15	57,532.56
206	Meter Supervisor Ganger Store Supervisor	117	1	17	1,038.89	1,070.05	1,102.16	1,135.22	1,169.28	17	61,036.30
205		116		16						16	59,258.54
		115		15						15	57,532.56
		114		14						14	55,856.86
186		113	1	13	979.25	1,008.63	1,038.89	1,070.05	1,102.16	13	54,229.96
185		115		15						15	57,532.56
		114		14						14	55,856.86
		113		13						13	54,229.96
		112		12						12	52,650.44
166	Senior Rural Operator	111	1	11	923.04	950.73	979.25	1,008.63	1,038.89	11	51,116.94
165		113		13						13	54,229.96
		112		12						12	52,650.44
		111		11						11	51,116.94
		110		10						10	49,628.09
146	Rural Operator Plant Operator/Trainer Storeperson Water Serv./Plant Operator Electrical/Water Quality	109	1	9	870.05	896.15	923.04	950.73	979.25	9	48,182.62
		111		11						11	51,116.94
		110		10						10	49,628.09
		109		9						9	48,182.62
		108		8						8	46,779.24
	107	7	7	45,416.74							

145	Groundsperson	109	1	9	820.11	844.71	870.05	896.15	923.04	9	48,182.62	
	Maintenance Operator	108		8						8	46,779.24	
	Meter reader	107		7						7	45,416.74	
	Plant Operator	106		6						6	44,093.92	
	Elect/Mech. Trades Assist	105		5						5	42,809.63	
	Truck Driver Cleaner/Storeperson											
123	Clerical officer											
122	Building Trades	107	1	7	773.03	796.22	820.11	844.71	870.05	7	45,416.74	
	Assistant	106		6						6	44,093.92	
	Pipelayer	105		5						5	42,809.63	
		104		4						4	41,562.75	
101		103		3					3	40,352.18		
100	Labourer	105	1	5	728.66	750.51	773.03	796.22	820.11	5	42,809.63	
		104		4						4	41,562.75	
		103		3						3	40,352.18	
		102		2						2	39,176.88	
		101		1						1	38,035.80	
90	Trainee	8/28	1	T8	728.66	750.51	845.24			T 8	44,121.53	
		7/27		T7						808.81	T 7	42,219.74
		6/26		T6						765.09	T 6	39,937.59
		5/25		T5						699.51	T 5	36,514.37
		4/24		T4						612.07	T 4	31,950.07
		3/23		T3						524.63	T 3	27,385.78
		2/22		T2						437.19	T 2	22,821.48
		1/21		T1						349.75	T 1	18,257.18

**Riverina Water County Council - Pay Rates after 4.0% increase
1st July 2010 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL	
338	Finance Officer	225/525	2	25				1,438.06	1,481.21	25	77,318.95
		224/524		24						24	75,066.94
		223/523		23						23	72,880.53
		222/522		22						22	70,757.79
292		221/521		21						21	68,696.89
291	Operations Co-ordinator Assistant Operations	223/523	2	23				1,355.51	1,396.18	23	72,880.53
		222/522		22						22	70,757.79
		221/521		21						21	68,696.89
		220/520		20						20	66,696.01
270		219/519		19	1,240.49					19	64,753.41
269	Senior Technical Officer	421	2	EL 21				1,324.83	1,363.17	EL 21	71,157.22
		420		EL 20						EL 20	69,156.34
		419		EL 19						EL 19	67,213.7
		418		EL 18						EL 18	65,327.7
248		417		EL 17						EL 17	63,496.63
269	Works Supervisor OH & S Co ordinator Senior Draftsperson - (GIS/CAD)	221/521	2	21				1,277.70	1,316.03	21	68,696.89
		220/520		20						20	66,696.01
		219/519		19						19	64,753.41
		218/518		18						18	62,867.38
248		217/517		17						17	61,036.30
247	Senior Draftsperson Welding Supervisor Fitter Foreperson Plumbing Inspector	219/519	2	191				1,204.36	1,240.49	191	64,753.41
		218/518		18						18	62,867.38
		217/517		17						17	61,036.30
		216/516		16						16	59,258.54
227		215/516		15						15	57,532.56
205	Industrial Electrician	417	2	EL 17				1,182.35	1,216.41	EL 15	63,496.63
		416		EL 16						EL 14	61,718.87
		415		EL 15						EL 13	59,992.89
		414		EL 14						EL 12	58,317.19
186		413		EL 13						EL 11	56,690.29

226	Building Foreperson	217/517	2	17	1,070.05	1,102.16	1,135.22	1,169.28	17	61,036.30
	Senior Fitter	216/516		16					16	59,258.54
	Engineering Asst	215/515		15					15	57,532.56
		214/514		14					14	55,856.86
206		213/513		13	1,038.89			13	54,229.96	
205	Draftsperon	215/515	2	15	1,008.63	1,038.89	1,070.05	1,102.16	15	57,532.56
	Secretary	214/514		14					14	55,856.86
	Customer Service Officer	213/513		13					13	54,229.96
	Fleet Supervisor	212/512		12					12	52,650.44
	Assist Plumb Inspector	211/511		11					11	51,116.94
186	Clerical officer - Payments				979.25					
185	Electrical Fitter	413	2	EL 13	970.17	1,026.38	1,055.76	1,086.02	EL 13	56,690.29
		412		EL 12					EL 12	55,110.78
		411		EL 11					EL 11	53,577.27
		410		EL 10					EL 10	52,088.44
		409		EL 9					EL 9	50,642.95
185	Mechanic Building Tradesman, Welder, Filtration Plant Oper, shift Mechanical Fitter	213/513	2	13	950.73	979.25	1,008.63	1,038.89	13	54,229.96
		212/512		12					12	52,650.44
		211/511		11					11	51,116.94
		210/510		10					10	49,628.09
		209/509		9					9	48,182.62
166	Painter Painter/Building Asst	211/511	2	11	870.05	923.04	950.73	979.25	11	51,116.94
		210/510		10					10	49,628.09
		209/509		9					9	48,182.62
		208/508		8					8	46,779.24
146		207/507		7				7	45,416.74	

**Riverina Water County Council - Pay Rates after 4.0% increase
1st July 2010 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE- TENT	EXTRA SKILLS 1	EXTRA SKILLS2	ANNUAL	
528	Operations Engineer Senr Project Engineer	339/639		39					2,240.46	39	116,951.85
		338/638		38				2,175.20		38	113,545.49
		337/637		37			2,111.85			37	110,238.34
		336/636		36		2,050.34				36	107,027.51
		335/635		35	1,990.62					35	103,910.21
		337/637		37					2,111.85	37	110,238.34
		336/636		36			1,990.62	2,050.34		36	107,027.51
		335/635		35						35	103,910.21
		334/634		34		1,932.64				34	100,883.70
		333/633		33	1,876.35					33	97,945.34
461	Finance & Admin Manager	335/635		35					1,990.62	35	103,910.21
		334/634		34			1,876.35	1,932.64		34	100,883.70
		333/633		33						33	97,945.34
		332/632		32			1,821.70			32	95,092.56
		331/631		31	1,768.64					31	92,322.87
		333/633		33					1,876.35	33	97,945.34
		332/632		32				1,821.70		32	95,092.56
		331/631		31			1,768.64			31	92,322.87
		330/630		30			1,717.12			30	89,633.86
		329/629		29	1,667.11					29	87,023.16
397		331/631	3	31					1,768.64	31	92,322.87
		330/630		30				1,717.12		30	89,633.86
		329/629		29			1,667.11			29	87,023.16
		328/628		28			1,618.55			28	84,488.51
		327/627		27	1,571.41					27	82,027.68
368	Environmental Officer Project Engineer	329/629	3	29					1,667.11	29	87,023.16
		328/630		28				1,618.55		28	84,488.51
		327/627		27			1,571.41			27	82,027.68
		326/626		26			1,525.64			26	79,638.52
367	Works Engineer	325/625		25	1,481.21				25	77,318.95	
		327/627	3	27				1,571.41	27	82,027.68	

339		326/626		26			1,525.64		26	79,638.52
		325/625		25		1,481.21			25	77,318.95
		324/624		24					24	75,066.94
		323/623		23	1,396.18	1,438.06			23	72,880.53
338		325/625	3	25				1,481.21	25	77,318.95
		324/624		24			1,438.06		24	75,066.94
		323/623		23		1,396.18			23	72,880.53
		322/622		22		1,355.51			22	70,757.79
311		321/621		21	1,316.03				21	68,696.89
310	Civil Engineer (four years experience)	323/623	3	23				1,396.18	23	72,880.53
		322/622		22			1,355.51		22	70,757.79
		321/621		21		1,316.03			21	68,696.89
		320/620		20		1,277.70			20	66,696.01
284		319/619		19	1,240.49				19	64,753.41
283	Civil Engineer (three years experience)	321/621	3	21				1,316.03	21	68,696.89
		320/620		20			1,277.70		20	66,696.01
	Water Quality Officer, (four years experience)	319/619		19		1,240.49			19	64,753.41
		318/618		18		1,204.36			18	62,867.38
258		317/617		17	1,169.28				17	61,036.30
257	Civil Engineer (two years experience)	319/619	3	19				1,240.49	19	64,753.41
		318/618		18			1,204.36		18	62,867.38
	Water Quality Officer, (three years experience)	317/617		17		1,169.28			17	61,036.30
		316/616		16		1,135.22			16	59,258.54
233		315/615		15	1,102.16				15	57,532.56
232	Civil Engineer (one years experience)	317/617	3	17				1,169.28	17	61,036.30
		316/616		16			1,135.22		16	59,258.54
	Water Quality Officer, (two years experience)	315/615		15		1,102.16			15	57,532.56
		314/614		14		1,070.05			14	55,856.86
209		313/613		13	1,038.89				13	54,229.96

208	Graduate Engineer Water Quality Officer, (one years experience)	315/615	3	15				1,102.16	15	57,532.56
		314/614		14			1,070.05		14	55,856.86
		313/613		13			1,038.89		13	54,229.96
		312/612		12		1,008.63			12	52,650.44
186		311/611		11	979.25				11	51,116.94
185	Water Quality Officer, (new graduate)	313/613	3	13				1,038.89	13	54,229.96
		312/612		12			1,008.63		12	52,650.44
		311/611		11			979.25		11	51,116.94
		310/610		10		950.73			10	49,628.09
166		309/609		9	923.04				9	48,182.62

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2011 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY+	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL				
227	Rural Supervisor	119	1	19					1,283.91	19	67,020.22			
		118		18						18	65,068.17			
		117		17						17	63,172.98			
		116		16						16	61,332.99			
		115		15						1,140.74	1,174.96	15	59,546.59	
226	Meter Supervisor Ganger Store Supervisor	117	1	17				1,174.96	1,210.21	17	63,172.98			
		116		16						16	61,332.99			
		115		15						15	59,546.59			
		114		14						1,107.51	1,140.74	14	57,812.23	
206		113		13	1,075.26					13	56,128.38			
205		115	1	15					1,140.74	15	59,546.59			
		114		14						14	57,812.23			
		113		13						13	56,128.38			
		112		12						1,043.94	1,075.26	12	54,493.57	
		111		11						1,013.53	1,043.94	11	52,906.38	
186	Senior Rural Operator	113	1	13					1,075.26	13	56,128.38			
		112		12						12	54,493.57			
		111		11						11	52,906.38			
		110		10						984.01	1,013.53	10	51,365.42	
		109		9						955.35	984.01	9	49,869.34	
166	Rural Operator Plant Operator/ Trainer Storeperson Water Serv./Plant Operator	111	1	11				984.01	1,013.53	11	52,906.38			
		110		10						10	51,365.42			
		109		9						9	49,869.34			
		108		8						927.53	955.35	8	48,416.83	
		107		7						900.51	927.53	7	47,006.63	
146	Electrical/Water Quality													
145	Groundsperson Maintenance Operator Meter reader Plant Operator Elect/Mech. Trades Assist Truck Driver Cleaner/Storeperson Clerical Officer	109	1	9					955.35	9	49,869.34			
		108		8						8	48,416.83			
		107		7						7	47,006.63			
		106		6						874.28	900.51	6	45,637.51	
		105		5						848.82	874.28	5	44,308.26	
123														

122	Building Trades Assistant Pipelaye	107	1	7	800.09	824.09	848.82	874.28	900.51	7	47,006.63	
		106		6					6	45,637.51		
		105		5					5	44,308.26		
		104		4					4	43,017.73		
		103		3					3	41,764.78		
101	Labourer	105	1	5	754.16	776.79	800.09	848.82	5	44,308.26		
100		104		4				4	43,017.73			
103		3		3				41,764.78				
102		2		2				40,548.33				
90	101	1	1	39,367.31								
90	Trainee	8/28	1	T8	754.16	776.79	800.09	845.24		T 8	44,121.53	
		7/27		T7						808.81	T 7	42,219.74
		6/26		T6						765.09	T 6	39,937.59
		5/25		T5						699.51	T 5	36,514.37
		4/24		T4						612.07	T 4	31,950.07
		3/23		T3						524.63	T 3	27,385.78
		2/22		T2						437.19	T 2	22,821.48
		1/21		T1						362.00	T 1	18,896.31

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2011 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL	
338	Finance Officer	225/525	2	25				1,488.41	1,533.06	25	80,025.64
		224/524		24						24	77,694.80
		223/523		23						23	75,431.84
		222/522		22						22	73,234.80
292		221/521		21						21	71,101.75
	Operations Co-Ordinator Assistant Operations	223/523	2	23				1,402.97	1,445.05	23	75,431.84
		222/522		22						22	73,234.80
		221/521		21						21	71,101.75
		220/520		20						20	69,030.82
270		219/519		19						19	67,020.22
269	Senior Technical Officer	421	2	EL 21				1,370.98	1,410.65	EL 21	73,635.95
		420		EL 20						EL 20	71,565.02
		419		EL 19						EL 19	69,554.42
		418		EL 18						EL 18	67,602.37
248		417		EL 17						EL 17	65,707.18
269	Works Supervisor O H & S Co ordinator Senior Draftsperson - (GIS/CAD)	221/521	2	21				1,322.43	1,362.10	21	71,101.75
		220/520		20						20	69,030.82
		219/519		19						19	67,020.22
		218/518		18						18	65,068.17
248		217/517		17						17	63,172.98
247	Senior Draftsperson Welding Supervisor Fitter Foreperson Plumbing Inspector Clerical officer/RTW Co	219/519	2	191				1,246.52	1,283.91	191	67,020.22
		218/518		18						18	65,068.17
		217/517		17						17	63,172.98
		216/516		16						16	61,332.99
227		215/516		15						15	59,546.59
205	Industrial Electrician	417	2	EL 17				1,223.51	1,258.76	EL 15	65,707.18
		416		EL 16						EL 14	63,867.19
		415		EL 15						EL 13	62,080.80
		414		EL 14						EL 12	60,346.43
186		413		EL 13						EL 11	58,662.58

226	Building Foreperson	217/517	2	17	1,075.26	1,107.51	1,140.74	1,174.96	1,210.21	17	63,172.98
	Senior Fitter	216/516		16					16	61,332.99	
	Engineering Asst	215/515		15					15	59,546.59	
		214/514		14					14	57,812.23	
		213/513		13					13	56,128.38	
205	Draftsperon	215/515	2	15	1,043.94	1,075.26	1,107.51	1,140.74	15	59,546.59	
	Secretary	214/514		14					14	57,812.23	
	Customer Service Officer	213/513		13					13	56,128.38	
	Fleet Supervisor	212/512		12					12	54,493.57	
186	Assist Plumb Inspector	211/511	2	11	1,013.53	1,043.94	1,107.51	1,140.74	11	52,906.38	
	Clerical Officer - payments										
185	Electrical Fitter	413	2	EL 13	1,032.56	1,062.08	1,092.49	1,123.80	EL 13	58,662.58	
		412		EL 12					EL 12	57,027.77	
		411		EL 11					EL 11	55,440.58	
		410		EL 10					EL 10	53,899.62	
		409		EL 9					EL 9	52,403.54	
185	Mechanic Building	213/513	2	13	984.01	1,013.53	1,043.94	1,075.26	13	56,128.38	
	Tradesman, Welder	212/512		12					12	54,493.57	
	Filtration Plant Oper, shift	211/511		11					11	52,906.38	
	Mechanical Fitter	210/510		10					10	51,365.42	
166		209/509	2	9	955.35	984.01	1,013.53	9	49,869.34		
165	Painter	211/511	2	11	927.53	955.35	984.01	1,013.53	11	52,906.38	
	Painter/Building Asst	210/510		10					10	51,365.42	
		209/509		9					9	49,869.34	
		208/508		8					8	48,416.83	
		207/57		7					7	47,006.63	
146				900.51							

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2011 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL		
528	Operations Engineer Senr Project Engineer	339/639		39					2,318.89	39	121,045.97	
		338/638		38				2,251.35		38	117,520.36	
		337/637		37			2,185.77			37	114,097.43	
		336/636		36						36	110,774.21	
		335/635		35	2,060.30		2,122.11			35	107,547.77	
			337/637		37					2,185.77	37	114,097.43
			336/636		36				2,122.11		36	110,774.21
			335/635		35			2,060.30			35	107,547.77
			334/634		34						34	104,415.31
			333/633		33	1,942.03		2,000.29			33	101,374.09
			335/635		35					2,060.30	35	107,547.77
			334/634		34						34	104,415.31
			333/633		33			1,942.03			33	101,374.09
			332/632		32				2,000.29		32	98,421.45
			331/631		31	1,830.55		1,885.47			31	95,554.80
461	Finance & Admin Manager	333/633		33					1,942.03	33	101,374.09	
		332/632		32				1,885.47		32	98,421.45	
		331/631		31				1,830.55		31	95,554.80	
		330/630		30			1,777.23			30	92,771.65	
		329/629		29	1,725.47					29	90,069.57	
		397	Environmental Officer	331/631	3	31					1,830.55	31
330/630				30				1,777.23		30	92,771.65	
329/629				29				1,725.47		29	90,069.57	
328/628				28			1,675.21			28	87,446.18	
327/627				27	1,626.42					27	84,899.21	
368	Project Engineer			329/629	3	29					1,725.47	29
		328/630		28				1,675.21		28	87,446.18	
		327/627		27			1,626.42			27	84,899.21	
367	Works Engineer	326/626		26			1,579.05			26	82,426.41	
		325/625		25	1,533.06					25	80,025.64	
		327/627	3	27					1,626.42	27	84,899.21	
		326/626		26			1,579.05		26	82,426.41		
		325/625		25		1,533.06			25	80,025.64		

339		324/624		24		1,488.41				24	77,694.80
		323/623		23	1,445.05					23	75,431.84
338		325/625	3	25				1,533.06		25	80,025.64
		324/624		24			1,488.41			24	77,694.80
		323/623		23		1,445.05				23	75,431.84
		322/622		22		1,402.97				22	73,234.80
311		321/621		21	1,362.10					21	71,101.75
310	Civil Engineer (four years experience)	323/623	3	23				1,445.05		23	75,431.84
		322/622		22			1,402.97			22	73,234.80
		321/621		21		1,362.10				21	71,101.75
		320/620		20		1,322.43				20	69,030.82
284		319/619		19	1,283.91					19	67,020.22
283	Civil Engineer (three years experience)	321/621	3	21				1,362.10		21	71,101.75
		320/620		20			1,322.43			20	69,030.82
	Water Quality Officer, (four years experience)	319/619		19		1,283.91				19	67,020.22
		318/618		18		1,246.52				18	65,068.17
258		317/617		17	1,210.21					17	63,172.98
257	Civil Engineer (two years experience)	319/619	3	19				1,283.91		19	67,020.22
		318/618		18			1,246.52			18	65,068.17
	Water Quality Officer, (three years experience)	317/617		17		1,210.21				17	63,172.98
		316/616		16		1,174.96				16	61,332.99
233		315/615		15	1,140.74					15	59,546.59
232	Civil Engineer (one years experience)	317/617	3	17				1,210.21		17	63,172.98
		316/616		16			1,174.96			16	61,332.99
	Water Quality Officer, (two years experience)	315/615		15		1,140.74				15	59,546.59
		314/614		14		1,107.51				14	57,812.23
209		313/613		13	1,075.26					13	56,128.38
208	Graduate Engineer Water Quality Officer, (one years experience)	315/615	3	15				1,140.74		15	59,546.59
		314/614		14			1,107.51			14	57,812.23
		313/613		13		1,075.26				13	56,128.38
		312/612		12		1,043.94				12	54,493.57
186		311/611		11	1,013.53					11	52,906.38
185	Water Quality Officer, (new graduate)	313/613	3	13				1,075.26		13	56,128.38
		312/612		12			1,043.94			12	54,493.57
		311/611		11		1,013.53				11	52,906.38
		310/610		10		984.01				10	51,365.42
166		309/609		9	955.35					9	49,869.34

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2012 - Band 1 Operational**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL			
227	Rural Supervisor	119	1	19				1,290.14	1,328.84	19	69,365.64		
		118		18						18	67,345.28		
		117		17						17	65,383.77		
		116		16						16	63,479.39		
		115		15						1,180.66	1,216.08	15	61,630.47
226	Meter Supervisor Ganger Store Supervisor	117	1	17				1,216.08	1,252.56	17	65,383.77		
		116		16						16	63,479.39		
		115		15						15	61,630.47		
		114		14						1,146.27	1,180.66	14	59,835.41
		113		13						1,112.89	1,112.89	13	58,092.63
206		115	1	15				1,146.27	1,180.66	15	61,630.47		
		114		14						14	59,835.41		
		113		13						13	58,092.63		
		112		12						1,080.47	1,112.89	12	56,400.61
		111		11						1,049.00	1,080.47	11	54,757.88
186	Senior Rural Operator	113	1	13				1,080.47	1,112.89	13	58,092.63		
		112		12						12	56,400.61		
		111		11						11	54,757.88		
		110		10						1,018.45	1,049.00	10	53,162.99
		109		9						988.78	1,018.45	9	51,614.55
166	Rural Operator Plant Operator/Trainer Storeperson Water Serv/Plant Operator	111	1	11				1,018.45	1,049.00	11	54,757.88		
		110		10						10	53,162.99		
		109		9						9	51,614.55		
		108		8						959.98	988.78	8	50,111.21
		107		7						932.02	959.98	7	48,651.66
146	Electrical/Water Quality	107	1	7				959.98	988.78	7	48,651.66		
		109		9						9	51,614.55		
		108		8						8	50,111.21		
		107		7						7	48,651.66		
		106		6						904.88	932.02	6	47,234.62
145	Groundsperson Maintenance Operator Meter reader Plant Operator Elect/Mech.Trades Assist	109	1	9				932.02	988.78	9	51,614.55		
		108		8						8	50,111.21		
		107		7						7	48,651.66		
		106		6						904.88	932.02	6	47,234.62
		105		5						878.52	904.88	5	45,858.86
123	Truck Driver Cleaner/Storeperson Clerical Officer	105		5						5	45,858.86		
		106		6						6	47,234.62		
		107		7						7	48,651.66		

101	Building Trades Assistant Pipelayer	107	1	7	828.09	852.93	878.52	904.88	932.02	7	48,651.66
		106		6						6	47,234.62
		105		5						5	45,858.86
		104		4						4	44,523.16
		103		3						3	43,226.37
100	Labourer	105	1	5	780.56	803.97	828.09	852.93	878.52	5	45,858.86
		104		4						4	44,523.16
		103		3						3	43,226.37
		102		2						2	41,967.35
		101		1						1	40,745.00
90	Trainee	8/28	1	T8						T8	44,121.53
		7/27		T7						T7	42,219.74
		6/26		T6						T6	39,937.59
		5/25		T5						T5	36,514.37
		4/24		T4						T4	31,950.07
		3/23		T3						T3	27,385.78
		2/22		T2						T2	22,821.48
		1/21		T1						T1	19,557.60

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2012 - Band 2 Administrative / Technical / Trades**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL	
338	Finance Officer	225/525	2	25				1,540.49	1,586.71	25	82,826.20
		224/524		24						24	80,413.79
		223/523		23						23	78,071.64
		222/522		22						22	75,797.71
292		221/521		21						1,409.77	21
291	Operations Co-Ordinator Assistant Operations	223/523	2	23				1,452.06	1,495.63	23	78,071.64
		222/522		22						22	75,797.71
		221/521		21						21	73,590.01
		220/520		20						20	71,446.61
270		219/519		19	1,328.84	1,368.71			19	69,365.64	
269	Senior Technical Officer	421	2	EL 21				1,418.96	1,460.02	EL 21	76,212.90
		420		EL 20						EL 20	74,069.51
		419		EL 19						EL 19	71,988.54
		418		EL 18						EL 18	69,968.18
248		417		EL 17						EL 17	68,006.67
269	Works Supervisor O H & S Co ordinator Senior Draftsperson - (GIS/CAD)	221/521	2	21				1,368.71	1,409.77	21	73,590.01
		220/520		20						20	71,446.61
		219/519		19						19	69,365.64
		218/518		18						18	67,345.28
248		217/517		17	1,252.56	1,290.14			17	65,383.77	
247	Senior Draftsperson Welding Supervisor Fitter Foreperson Plumbing Inspector	219/519	2	191				1,290.14	1,328.84	191	69,365.64
		218/518		18						18	67,345.28
		217/517		17						17	65,383.77
		216/516		16						16	63,479.39
227		215/516		15	1,180.66	1,216.08			15	61,630.47	
205	Industrial Electrician	417	2	EL 17				1,266.33	1,302.81	EL 15	68,006.67
		416		EL 16						EL 14	66,102.28
		415		EL 15						EL 13	64,253.37
		414		EL 14						EL 12	62,458.31
186		413		EL 13						EL 11	60,715.53

226	Building Foreperson	217/517	2	17					1,252.56	17	65,383.77
	Senior Fitter Engineering	216/516		16				1,216.08		16	63,479.39
	Asst	215/515		15			1,180.66			15	61,630.47
		214/514		14		1,146.27				14	59,835.41
206		213/513		13	1,112.89					13	58,092.63
205	Draftsperon	215/515	2	15					1,180.66	15	61,630.47
	Secretary	214/514		14				1,146.27		14	59,835.41
	Customer Service Officer	213/513		13			1,112.89			13	58,092.63
	Fleet Supervisor	212/512		12		1,080.47				12	56,400.61
	Assist Plumb Inspector	211/511		11	1,049.00					11	54,757.88
186	clerical officer - payments										
185	Electrical Fitter	413	2	EL 13					1,163.13	EL 13	60,715.53
		412		EL 12				1,130.72		EL 12	59,023.51
		411		EL 11			1,099.25			EL 11	57,380.77
166		410		EL 10		1,068.70				EL 10	55,785.88
		409		EL 9	1,039.03					EL 9	54,237.45
185	MechanicBuilding	213/513	2	13					1,112.89	13	58,092.63
	Tradesman,Welder	212/512		12				1,080.47		12	56,400.61
	Filtration Plant Oper, shift	211/511		11			1,049.00			11	54,757.88
	Mechanical Fitter	210/510		10		1,018.45				10	53,162.99
166		209/509		9	988.78					9	51,614.55
165	Painter	211/511	2	11					1,049.00	11	54,757.88
	Painter/Building	210/510		10				1,018.45		10	53,162.99
		209/509		9			988.78			9	51,614.55
		208/508		8		959.98				8	50,111.21
146		207/507		7	932.02					7	48,651.66

**Riverina Water County Council - Pay Rates after 3.5% increase
1st July 2012 - Band 3 Professional / Specialist**

	POSITION	PAY REF 38/35	BAND	LEVEL	ENTRY	ENTRY +	COMPE TENT	EXTRA SKILLS 1	EXTRA SKILLS 2	ANNUAL	
528	Operations Engineer Senr Project Engineer	339/639		39					2,400.04	39	125,282.06
		338/638		38				2,330.14		38	121,633.07
		337/637		37			2,196.38	2,262.27		37	118,090.36
		336/636		36						36	114,650.83
		335/635		35	2,132.40					35	111,311.49
		337/637		37					2,262.27	37	118,090.36
		336/636		36				2,196.38		36	114,650.83
		335/635		35			2,132.40			35	111,311.49
		334/634		34			2,070.30			34	108,069.41
		333/633		33	2,010.00					33	104,921.75
	Finance & Admin Manager	335/635		35					2,132.40	35	111,311.49
		334/634		34				2,070.30		34	108,069.41
		333/633		33			1,951.45	2,010.00		33	104,921.75
		332/632		32						32	101,865.78
		331/631		31	1,894.61					31	98,898.82
461	Environmental Officer Project Engineer Works Engineer	333/633		33					2,010.00	33	104,921.75
		332/632		32				1,951.45		32	101,865.78
		331/631		31			1,894.61			31	98,898.82
		330/630		30			1,839.43			30	96,018.27
		329/629		29	1,785.85					29	93,221.62
397		331/631	3	31					1,894.61	31	98,898.82
		330/630		30				1,839.43		30	96,018.27
		329/629		29			1,785.85			29	93,221.62
		328/628		28			1,733.84			28	90,506.43
		327/627		27	1,683.34					27	87,870.32
368		329/629	3	29					1,785.85	29	93,221.62
		328/630		28				1,733.84		28	90,506.43
		327/627		27			1,683.34			27	87,870.32
		326/626		26			1,634.31			26	85,310.99
		325/625		25	1,586.71				25	82,826.20	

367		327/627 326/626 325/625 324/624	3	27 26 25 24			1,540.49	1,586.71	1,634.31	1,683.34	27 26 25 24	87,870.32 85,310.99 82,826.20 80,413.79
339		323/623		23	1,495.63						23	78,071.64
338		325/625 324/624 323/623 322/622	3	25 24 23 22			1,452.06	1,495.63	1,540.49	1,586.71	25 24 23 22	82,826.20 80,413.79 78,071.64 75,797.71
311		321/621		21	1,409.77						21	73,590.01
310	Civil Engineer (four years experience)	323/623 322/622 321/621 320/620	3	23 22 21 20			1,368.71	1,409.77	1,452.06	1,495.63	23 22 21 20	78,071.64 75,797.71 73,590.01 71,446.61
284		319/619		19	1,328.84						19	69,365.64
283	Civil Engineer (three years experience) Water Quality Officer, (four years experience)	321/621 320/620 319/619 318/618	3	21 20 19 18			1,290.14	1,328.84	1,368.71	1,409.77	21 20 19 18	73,590.01 71,446.61 69,365.64 67,345.28
258		317/617		17	1,252.56						17	65,383.77
257	Civil Engineer (two years experience) Water Quality Officer, (three years experience)	319/619 318/618 317/617 316/616	3	19 18 17 16			1,216.08	1,252.56	1,290.14	1,328.84	19 18 17 16	69,365.64 67,345.28 65,383.77 63,479.39
233		315/615		15	1,180.66						15	61,630.47
232	Civil Engineer (one years experience) Water Quality Officer, (two years experience)	317/617 316/616 315/615 314/614	3	17 16 15 14			1,146.27	1,180.66	1,216.08	1,252.56	17 16 15 14	65,383.77 63,479.39 61,630.47 59,835.41
209		313/613		13	1,112.89						13	58,092.63
208	Graduate Engineer Water Quality Officer, (one years experience)	315/615 314/614 313/613 312/612	3	15 14 13 12			1,080.47	1,112.89	1,146.27	1,180.66	15 14 13 12	61,630.47 59,835.41 58,092.63 56,400.61
186		311/611		11	1,049.00						11	54,757.88

185	Water Quality Officer, (new graduate)	313/613	3	13				1,080.47	1,112.89	13	58,092.63
		312/612		12						12	56,400.61
		311/611		11						11	54,757.88
		310/610		10						10	53,162.99
166		309/609		9	988.78	1,018.45				9	51,614.55

APPENDIX C - ALLOWANCES

		From 1/7/2010 \$	From 1/7/2011 \$	From 1/7/2012 \$
On Call	Per Day	35.70	36.95	38.25
Clause 22 (iii)	Max Per week	178.25	184.50	190.95
Meal Allowance Clause 24 v(a)	Per Meal	23	24	25
Tool Allowance Clause 44 (i)	Per week	28.25	29.25	30.30
Private Vehicle Allowance (\$/km)	< 2.5 litres	0.65	0.65	0.65
Clause 38 (i)	> 2.5 litres	0.74	0.74	0.74
Living Away Allowance Clause 41	Per night	57	59	61
Expenses for Filtration Plant Operators and Rural Operators where required to monitor system	Extra Day	23	24	25
Civil Liability - Engineering Professionals Paid in addition to employees weekly rate	Per Quarter	28.25	29.25	30.30
	Per Week	3.50%	3.50%	3.50%

D.W. RITCHIE, Commissioner

 Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY DIVISION OF GOVERNMENT SERVICE BUS OPERATIONS ENTERPRISE (STATE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 36 of 2012)

Before Commissioner Bishop

25 January 2012

AWARD

PART A

SECTION 1 APPLICATION AND OPERATION OF AWARD

1. Title

This Award shall be known as the "State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Award 2012" ("the Award").

2. Arrangement

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

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5.	Area, Incidence and Duration
6.	No Extra Claims
7.	Shed Driver review

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

3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employee Related Costs", as outlined in Clause 16 of this Award, shall be as defined in clause 9 of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011.
- 3.5 "Employee Related Cost Savings" as outlined in Clause 16 of this Award, shall be as defined in clause 9 of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011.

- 3.6 "Employer" means the State Transit Authority Division of the Government Service and a reference to the Employer shall also be taken to include a reference to the Division Head of the State Transit Authority Division of the Government Service.
- 3.5 "Employee" means a full time, part time, temporary or casual employee covered by this Award of a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 20 of this Award.
- 3.6 "O/MBSC" means Outer Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer,, the RTBU.
- 3.9 Penalty payments - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 "RTBU" means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.11 "State Transit" means the State Transit Authority Division of the Government Service and a reference to State Transit shall be taken to include a reference to the Division Head of the State Transit Division of the Government Service.

4. Anti Discrimination

- 4.1 It is the intention of the Parties to this agreement to seek to achieve the objects 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.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the Parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the Parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- (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.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the Parties by the legislation referred to in this clause.

5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the State Transit Authority Division of the Government Service, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Interim Award 2011 published 9 September 2011 (371 I.G. 814).
- 5.2 This Award shall take effect on and from 25 January 2011 and shall remain in force until 31 December 2014.

6. No Extra Claims

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

SECTION 2 - EMPLOYMENT RELATIONSHIP

8. Skills Competency

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

9. Recruitment and Full Time Employment

- 9.1 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who do not have an HR driver's licence will have to demonstrate that they have reached a proficiency rating of at least 80% of the RTA assessment for a HR licence before they may be offered a Traineeship or Bus Operator position with State Transit.
- 9.2 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who already hold a HR licence will have to demonstrate that they are competent to drive STA buses, as determined by STA, and RTA accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with State Transit.
- 9.3 Any employee not being a Bus Operator specifically engaged as being a part-time or casual temporary employee is for all purposes of this Award a full-time employee, unless otherwise specified by this Award.

10. Establishment of Additional Part Time and Casual Work

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

11. Job Share

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

12. Casual Bus Operator

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

13. Permanent Part-Time Bus Operator

- 13.1 A permanent Part-time Bus Operator is a Bus Operator who:
- (i) works less than full-time hours of 38 per week; and
 - (ii) has reasonably predicted hours of work; and
 - (iii) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 13.2 The Parties agree that Part-Time employees can be utilised to perform work in excess of their daily agreed hours if full time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.
- 13.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 13.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.

- 13.5 At the time of engagement, the employer and the regular part time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 13.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate School Vacation times, Service Reviews etc. When this occurs, actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable, the employee is to be allocated shifts which have hours of work as near as possible to the employee's current contract of employment.
- 13.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 13.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 12.
- 13.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 13.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greatest.
- 13.11 Where the employer intends to reallocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.
- 13.12 Four weeks notice is to be given to the local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.
- 13.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

14. Temporary Bus Operator

- 14.1 A temporary Bus Operator is a Bus Operator, not being a permanent full-time, permanent regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 14.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 14.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 14.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- 14.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 14.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.

- 14.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 14.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

15. Supervision of Special Events

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

SECTION 3 - WAGES AND RELATED MATTERS

16. Wages and Wage Increases

- 16.1 Subject to this clause, wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 2.5% from 12 June 2011 (as applied by the State Transit Authority Division of the Government Service bus Operations Enterprise (State) Interim Award 2011),
 - (ii) 2.5% from the first full pay period commencing on or after 1 January 2013, and
 - (iii) 2.5% from the first full pay period commencing on or after 1 January 2014.
- 16.2 In addition to the increases in subclause 16.1, and consistent with Regulation 6(1)(b) and (e) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011, the following additional increases are available but are dependant upon and in full consideration for achievement of the employee-related cost savings arising from the agreed initiatives which are specified in subclause 16.5 :
- (i) Up to 0.75 from the first full pay period commencing on or after 15 April 2012;
 - (ii) Up to an additional 0.75% from the first full pay period commencing on or after 1 January 2013; and
 - (iii) Up to a further additional 0.75% from the first full pay period commencing on or after 1 January 2014.
- 16.3 The wage increases outlined in subclause 16.2 will only be paid if employee-related cost savings arising from the initiatives set out in subclause 16.5 are sufficient to fund the increases.
- 16.4 The increases specified in subclause 16.2(i), (ii), and (iii) are payable from the dates specified in those subclauses provided sufficient savings have been achieved, or at a later date once sufficient savings have been achieved to fund the increases (pursuant to 16.5) provided the savings are achieved within the life of this Award.
- 16.5 The following initiatives are relied upon to achieve the employee related cost savings to offset the increase in employee related costs arising from the wage increases set out in sub clause 16.2 above:
- (i) Changes to Holiday Relief Rostering Arrangements (see Subclause 42.2),
 - (ii) Changes to Recruitment Practices (see Clause 9),
 - (iii) Changes to State Transit's Driver Training Program (see Clause 74.3),
 - (iv) Deferment of the Traineeship Wage Rates (see Clause 17 and Part B - Table 1).

- (v) Payment of the 2.5% annual increases in the manner prescribed in sub clause 16.1.
- 16.6 Any disputes as to whether the employee related cost savings initiatives have been realised or the extent to which they have been realised may be referred to the NSW Industrial Relations Commission for determination subject to the provisions of Clause 85,
- 16.7 The wage increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.
- 16.8 Wages shall be paid fortnightly.
- 16.9 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from employees. This service is provided free of cost to the employee and State Transit agrees to continue to provide this service for the duration of this Award.

17. Rates of Pay for Bus Trainees

- 17.1 Employees who commence employment on a Bus Traineeship shall, following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.
- 17.2 The classification of Bus Traineeship Level 1 and 2 shall cease to have effect for all Bus Operators Trainees who commence employment on or after 1 January 2012. These employees will commence under the new classification of 'Bus Operator Trainee'.

18. Income Protection

- 18.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.
- 18.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Middyay, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 18.3 Subclause 18.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 18.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 18.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

19. Salary Sacrifice for Superannuation

- 19.1 Notwithstanding the wages prescribed in this Award, an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 19.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 19.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 19.4 Where an employee elects to salary sacrifice in terms of sub-clause 19.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.
- 19.5 Where the employee is a member of a superannuation scheme established under:
- (i) the *Superannuation Act 1916*;
 - (ii) the *State Authorities Superannuation Act 1987*;
 - (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (iv) the *First State Superannuation Act 1992*.

State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 19.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 19.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with State Transit to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 19.5, State Transit will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Arrangements for Former Classifications

- 20.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:
- (i) Customer Service Co-ordinator Level 1 (CSC 1);
 - (ii) Conductor;
 - (iii) Airport Co-ordinator;

- (iv) Customer Service Liaison (Kiosk);
 - (v) Customer Service Liaison (Explorer);
 - (vi) Explorer Bus Operator.
- 20.2 The Employee classifications listed in 20.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver, and Bus Parker positions.

21. Career Paths

- 21.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.
- 21.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 21.1 herein are to take the conditions of the relevant Award for the work performed.
- 21.3 State Transit will provide guidance to employees covered by this Award:
- (i) in the preparation of resumes, job applications and the interview process; and
 - (ii) regarding career opportunities and professional development.

22. Acting Out of Classification

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

23. Excess Travelling Time

- 23.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 23.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 23.1 of this clause.
- 23.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

24. Attending for Duty

- 24.1 "Commences Duty" means an employee has attended for duty as instructed, collected their journal and signed on at the PMR in accordance with the rostered commencement time.
- 24.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.
- 24.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 24.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 24.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 24.6 A permanent regular part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 24.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

25. Attending Court

- 25.1 An employee who has been notified to attend any court, as a witness for, or at the request of the employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (ii) all time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
 - (iii) when the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under 25.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 25.1(i)
 - (iv) where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
 - (v) where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.

- (vi) where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

26. Making Reports

- 26.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 26.2 15 minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 26.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

27. Attending Office

- 27.1 An employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.
- 27.2 The provisions of this clause do not apply to an employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 27.3 Where the employee attends and the distance travelled exceeds the distance from the employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

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

28. Hours of Work

- 28.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 28.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 28.3 Employees on a Six Day Roster:
- 28.3.1 The provisions of this subclause apply to all full-time employees covered under this Award, except those covered under subclause 28.4.
- 28.3.2 Except as provided in 28.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 28.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.

28.4.1 Except as provided in 28.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.

28.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

28.5 Length of shift.

The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.

28.6 Length of shift - broken shifts.

On any broken shift portion the ordinary hours of duty shall be no greater than five.

28.7 The maximum spread of hours on any broken shift shall be 12.

28.8 Interval between shifts.

No employee shall be called upon to begin a new shift without having been off duty for at least 10 consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.

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

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

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

29. Saturday and Sunday Time

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

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

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

30. Contingent Arrangements for Major Incidents Affecting Services

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

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

30.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30

minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

31. Overtime

- 31.1 Subject to sub-clause 31.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 31.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise; and
 - (iv) any other relevant matter.
- 31.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
 - (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
 - (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 31.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

32. Working of Voluntary Overtime

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

33. Cancellation of Rostered Day Off

- 33.1 Subject to subclause 31.2, the employer may require an employee to work reasonable overtime on a rostered day off.
- 33.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.

- 33.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 33.4.
- 33.4 When an employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.
- 33.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 33.1 shall not apply.
- 33.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 33.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 33.4 will not apply.

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

- 34.1 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.
- 34.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 34.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 31.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 34.4 The employer shall record time off in lieu arrangements for each time this provision is used.
- 34.5 Make up time.
- 34.5.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.
- 34.5.2 An employee on shift work may elect, with the consent of their employer, to work make up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

35. Shift Penalties

- 35.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:
- (i) Between a spread of 9.5 and 10.5 hours - time and a half
 - (ii) After 10.5 hours - double time.
- 35.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.
- 35.3 For all time on duty between the hours of 5.00 pm and 7.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their

ordinary rates. Provided that, subject to the exceptions specified above, any shift which finishes at or after 8.00pm shall be paid 15% more than ordinary rates for the whole of such shift. Calculations shall be made to the nearest quarter of an hour.

- 35.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the employee's home depot, such trip shall not be subject to the penalty rate prescribed in this sub-clause unless the employee is required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.
- 35.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

36. Meal Breaks

- 36.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 36.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 36.3 Meal breaks shall be given where practicable in the order in which employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 36.4 Where the distance from the place of relief for meals to the employee's depot or meal room provided by the employer exceeds 90 metres, the employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.
- 36.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 36.6 Employees working broken shifts shall not be provided with time for a meal break.
- 36.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 36.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

37. Uniform Allowance

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

38. Industry Allowance

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

39. Articulated Bus Allowance

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

SECTION 6 - ROSTERS AND RELATED MATTERS

40. Service Reliability

- 40.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with Transport for New South Wales. Management and the local RTBU Delegate will continue to monitor early and late running time.
- 40.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 40.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 40.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 40.2 and 40.3 herein.
- 40.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 40.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

41. Standing Time for Sydney

- 41.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.

- 41.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.
- 41.3 Non-Critical Peak Periods.
- 41.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 41.3.2 Non-critical peak periods are all times outside the intent of clause 41.4 and Saturdays and Sundays.
- 41.4 Critical Peak Period Times - Monday To Friday.
- 41.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 41.5 Late Running.
- 41.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 40.2 and 40.3 of this Award.
- 41.5.2 To ensure this Award does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.
- 41.6 Unaffected Routes.
- 41.6.1 The parties have documented bus routes operating along trunk/strategic routes and times that are to be excluded from the above criteria.

42. Rosters

- 42.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.
- 42.2 The parties agree to the abolition of the Bus Operators roster known as the Holiday Relief or "scrap heap." In its place additional relief lines will be allocated according to the shift type (AM, broken, Day, Middy and PM rosters) as well as a daily allocation roster (DAR).
- (i) In an effort to allocate staff on these relief lines work of a similar kind, the annual leave allocation for Bus Operators will be as far as practicable and subject to operational requirements, be based and allocated on the above mentioned shift types.
- (ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.
- (iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.
- 42.3 Employees shall be rostered off on two clear days in each rostered week.
- 42.4 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.

- 42.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- 42.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 42.9 and 42.19.
- 42.7 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.
- 42.8 For the purposes of subclause 42.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.
- 42.9 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 28 days in advance of the introduction of the adjustments.
- 42.10 Where, because of an emergency, the employer cannot post the duty roster within the required 28 days it shall notify the employees and the Union.
- 42.11 This clause shall not apply to school specials or charter hiring.
- 42.12 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, they may be advised of any alteration of their work on the first of their days off.
- 42.13 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 42.14 No employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or public holiday for the provision of services for sporting events.
- 42.15 In the event of an employee applying for leave on a public holiday and such leave is granted, the employee shall not be required to work on that public holiday.
- 42.16 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.
- 42.17 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage employees to commence late with advice rather than not attending for duty.
- 42.18 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 42.19 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

43. Daily Maintenance of Rosters

- 43.1 All timetabled work is to be rostered: all known work associated with passenger timetables, including the driving portions of exclusive shifts, is to be rostered. Where work is not associated with passenger

timetables the coverage of such shifts/work will be at the discretion of local management except for the following:

43.1.1 Union and Institute Secretary Shift:

- (a) bus driving portion of shift is to be covered.
- (b) Where it is known in advance the union/institute shift will be vacant, the total shift is to be covered. Where it is not known in advance, the union, institute and part shed (non parking) portions on the first day may not be covered with subsequent days to be covered.

43.1.2 Yard Supervisors

- (a) all full shifts are to be covered.

44. Roster Committees

- 44.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 44.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the RTBU will occur as soon as information is presented.
- 44.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 44.4 Before week one, as defined in 45.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
 - (b) too much operating time allocated;
 - (c) too many or too few buses to meet the patronage demand; or
 - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 44.5 Following the process outlined in 44.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 44.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

45. Roster Changes

- 45.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 45.2 Subject to Clause 18, it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.

- 45.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 45.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
 - (ii) in week 2 - Scheduler to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
 - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 45.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

46. Training Rosters

- 46.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimizing the variance in daily hours of work.
- 46.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognized by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.
- 46.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the O/MBSCs.
- 46.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 46.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on the holiday relief roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

47. New Year's Eve Rostering Arrangements

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

48. Exclusive Shifts

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

49. Route Networking

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

50. Regionally Optimised Timetabling

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

51. Special Hirings

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

52. Charter Work

- 52.1 The maximum shift portions on Charter Work are to be of five hours duration, with extended standing time to be a paid break, and treated for all purposes as crib time. Such crib time is to be of 30 minutes duration.
- 52.2 Timetabled peak work may be included in shifts. Where the total timetabled roadwork is to be in excess of eight and a half hours in a given shift, the circumstances are to be discussed with RTBU.

- 52.3 Wherever possible, an unpaid meal break will be provided. However, where a continuous charter involves a full shift, 30-minute crib time is to apply.
- 52.4 Penalty rates to be as provided in this Award.

53. Sign on and Sign Off Times

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

54. Running and Standing Times in Newcastle

- 54.1 Bus operators shall be entitled to a standing time between trips calculated as 12.5% of the previous service trip's timetabled running time. Service trip is defined as a passenger carrying, revenue earning trip. The 12.5% standing time is in addition to the three minutes allocated for terminus duties.
- 54.2 Standing time is not granted for a service trip preceding a meal break or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 54.3 Standing time is not granted for time spent running special. An allowance of three minutes prior to running special and two minutes after running special and before commencing next trip will be allocated in accordance with current procedures. Where an operator runs special back to a depot, an allocation of only two minutes will be provided.
- 54.4 Where standing time is earned following a service trip to a terminus and a special running trip to another terminus is timetabled prior to commencement of a further service trip, such standing time may be taken at either terminus at the discretion of the operator.
- 54.5 For round trips, the standing time for forward trips is accrued and taken at the completion of return trip. Such standing time accrued in this manner cannot be forfeited should an operator go to a meal or sign off. A round trip is defined as a trip that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.
- 54.6 It may be expedient to transfer standing time earned at a terminus to a subsequent terminus. This will be limited to 5% of the previous trip's timetabled running time. Such a transfer may be accrued with other standing time but cannot be forfeited should an operator go to a meal or sign off.
- 54.7 No operator will be expected to drive in service for a period exceeding 100 minutes without receiving standing time as determined in sub-clause 54.1. Should timetabled service running exceed 100 minutes, standing time will be calculated on the entire work period since the last break, meal or sign on.
- 54.8 Terminus duty time of three minutes will be provided upon arrival at city terminus prior to commencement of a meal break.
- 54.9 The following procedures will apply in regard to normal school services:
- 54.9.1 In the case of runs which conduct more than one school trip, such trips may be combined into one significant trip for the purpose of calculating standing time. The standing time allocated at the end of the last school trip will be the sum of the standing time earned for each individual school trip.
- 54.9.2 Standing time accrued prior to the last school trip cannot be forfeited should an operator go to a meal or sign off.

- 54.9.3 Where school trips are preceded by a service trip, standing time will be provided after the service trip, before running special to commence the first school trip.
- 54.9.4 In instances where a bus cost could be averted by accruing this standing time, such accrued time would then be taken as soon as practicable. However, no accrued standing time shall be forfeited should an operator go to a meal or sign off.
- 54.9.5 The requirement to change all destination rolls between each school trip and special running between school trips is rescinded. Instead, at the terminus prior to running special to commence the first school trip:
- (i) the near number shall be placed on "000"; and
 - (ii) destination rollers (front and side) shall be turned to school on top roller and special on bottom and left rollers until all school trips are completed. The first school route number should then be displayed.
- 54.9.6 After each school trip:
- (i) an allocation of two minutes will be provided between school trips for the operator to undertake an inspection for lost property and damage, change the route number front and side, and to attend to the AFC machine; and
 - (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 54.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.
- 54.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost, then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.
- 54.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.
- 54.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

55. Annual Leave

- 55.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 55.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.
- 55.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:
- (i) in the case of retirement, resignation or dismissal - to the employee;
 - (ii) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.

- 55.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 55.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 55.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

56. Long Service Leave

- 56.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).
- 56.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 56.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 56.4 The calculation of the days will be on a Monday to Friday basis.

57. Personal/Carer's Leave Entitlement

- 57.1 Amount of paid personal/carer's leave - an employee is entitled to the following amount of paid personal/carer's leave:
- (i) 17 days for all employees except those nominated in paragraph 57.1 (ii); or
 - (ii) Employees who commenced on or after 1 February 1995:
 - (a) 10 working days per year for up to five years' service;
 - (b) 12 working days per year from five years' to seven years' service; and
 - (c) 17 working days per year for over seven years.
- 57.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 57.3 Immediate family or household: the entitlement to use compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse in relation to a person, means 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; and
 - (ii) child or adult (including an adopted child, a stepchild or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 57.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

58. Personal Sick Leave

- 58.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.
- 58.2 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury.
- (i) 15 working days for all employees except those nominated in 58.2 (ii); or
 - (ii) Employees who commenced on or after 1 February 1995:
 - (a) 8 working days per year for up to five years' service;
 - (b) 10 working days per year from five years to seven years service; and
 - (c) 15 working days per year for over seven years service.
- 58.3 Leave taken by an employee under sub-clause 58.2 is deducted from the amount of personal/carer's leave under sub-clause 57.1
- 58.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:
- (i) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
 - (ii) the current year's personal/carer's leave entitlement.
- 58.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:
- (i) 15 working days for all employees except for those nominated in 58.5 (ii); or
 - (ii) Employees who commenced on or after 1 February 1995:
 - (a) eight working days per year for up to five years' service;
 - (b) ten working days per year from five to seven years service; and
 - (c) fifteen working days per year for over seven years service.

59. Personal Carers' Leave

- 59.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.
- 59.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 59.3 The employee must, if required by the employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's leave in excess of 5 days per annum, unless otherwise approved by the employee's manager.

- 59.4 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 59.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 59.6 Each day or part day of carer's leave taken in accordance with sub-clause 59.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 57.1 up to a maximum of 10 days per annum.
- 59.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken 10 days carer's leave in the current year.
- 59.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

60. Bereavement Leave

- 60.1 An employee is entitled to up to two days paid leave, on each, occasion if a member of the employee's immediate family or household in Australia dies.
- 60.2 Each day or part of a day used under 60.1 is deducted from the amount of personal/carer's leave under sub-clause 57.1.
- 60.3 An employee is entitled to use accumulated sick leave as paid compassionate leave up to two days on each occasion when a member of the employee's immediate family or household in Australia dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 57.1.
- 60.4 An employee is entitled to use unpaid leave up to two days on each occasion when a member of the employee's immediate family or household in Australia dies if, the employee has already used the current year's personal/carer's entitlement under sub-clause 57.1 and no accumulated sick leave is available.
- 60.5 Proof of death must be provided to the satisfaction of the employer, if requested.

61. Purchased Leave for Personal Or Family Needs

- 61.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 61.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 61.3 All leave entitlements which accrue during an employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 61.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 61.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.

- 61.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 61.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.
- 61.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 61.9 The definition of a week is Monday to Friday.
- 61.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 61.11 Employees will retain home and duty passes and other privilege passes.

62. Paid Maternity Leave

- 62.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 62.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 62.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 62.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.
- 62.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis while on maternity leave or;
 - (ii) as half pay on a fortnightly basis while on maternity leave or;
 - (iii) in any combination of the above options
- 62.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 62.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 62.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 62.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the

employee's former position. Where redeployment is not possible, the Employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.

- 62.10 In exceptional circumstances an employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 62.11 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 62.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

63. Parental Leave

- 63.1 An employee is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 63.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 63.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 63.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 63.5 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 63.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 63.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 63.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.

64. Adoption Leave

- 64.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 64.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of adoption leave or;
 - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 64.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:

- (i) as full pay on a fortnightly basis whilst on adoption leave or;
 - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 64.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 64.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 64.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 64.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist during the period of adoption leave, the employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the employee's former position. Where redeployment is not possible the employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.
- 64.8 In exceptional circumstances, employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 64.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 64.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

65. Career Break

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

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

66. Public Holidays

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

67. Work on a Public Holiday

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

68. Concessional Day (Substitute Bank Holiday)

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

69. Picnic Day

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

70. Jury Service Leave

70.1 Entitlement

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

70.2 Requirements for Payment

- 70.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and, are therefore eligible to receive the court fee.
- 70.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.
- 70.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.
- 70.2.4 After taking leave to attend jury service, Employees must submit a certificate of attendance, detailing the days attended and the court fee received.

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

71. Occupational Health and Safety Training

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

72. Alcohol and Other Drugs

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

73. Certificate Iii in Transport and Distribution

- 73.1 State Transit is committed to offer the Certificate III in Transport and Distribution (Road Transport) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Communities. However, in the event that State and/or Commonwealth Government funding for the traineeship is withdrawn or reduced, consideration will be given to reviewing State Transit's commitment to the program.
- 73.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 73.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.

- 73.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 73.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

74. Driver Skills Maintenance Program

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

75. Fatigue Management

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

SECTION 9 - GENERAL

76. Continuity of Service (on Transfer of Business)

- 76.1 This clause applies for the purpose of determining a transferred employee's entitlements as an employee of the new employer under an Industrial Instrument or the Industrial Relations legislation.

76.2 For the purpose of determining those entitlements:

- (i) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
- (ii) a period of service with the former employer (including service before the commencement of this Award) is taken to be a period of service with the new employer.

77. Abandonment of Service

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

77.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:

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

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

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

78. Quality Certification

78.1 The Parties agree to work together to maintain ISO 9001:2000 certification.

79. Absence Management Procedures

79.1 Commitment to Reduction in Sick Leave Levels.

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

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

79.1.3 It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its

Officers will work co-operatively with State Transit and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

79.2 Review Mechanisms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

79.5 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

79.7 Step 3

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

79.8 Continuous Review.

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

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

80. Patterns of Work and Productivity

- 80.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.
- 80.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

81. New Technology

- 81.1 The Parties to this Award will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 81.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

82. Smart Card/Integrated Ticketing

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

83. Centre and Rear Door Loading for Cashless Services

- 83.1 State Transit is committed to minimizing cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 83.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 83.3 Prior to implementation of this initiative, State Transit will consult with the Union and employees to ensure safe working of passenger loading.

84. Termination of Employment

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

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

84.1.1 The Periods of Notice prescribed above, will be increased by 1 week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least 2 years of continuous service with the employer.

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

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

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

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

- 84.4 Employees to Return all State Transit Property.

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

SECTION 10 - INDUSTRIAL RELATIONS

85. Disputes Settlement Procedure

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

- 85.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- 85.3 If the grievance cannot be resolved as provided for in 85.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.
- 85.4 If the dispute is not resolved as provided for in 85.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.
- 85.5 Nothing in 85.3 or 85.4 prevents the appropriate Manager or General Manager agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.
- 85.6 If, following action under 85.2, 85.3, 85.4 or 85.5 a dispute remains unresolved, the employee, a Union Delegate, or the Manager, Employee Relations may refer the matter for resolution to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Chief Executive) and an official nominated by the union.
- 85.7 If, following action under 85.2 to 85.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions New South Wales (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.
- 85.8 If a dispute referred to Unions NSW under 85.7 remains unresolved, following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and, if necessary, arbitration.
- 85.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five working days to complete; and that in the case of each step, attempts should be made to hold discussions within two working days of commencing the step.
- 85.10 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 85.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant Industrial Tribunal for urgent resolution.
- 85.12 Subject to subclause 85.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 85.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

85.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.

85.15 A dispute relating to clause 16 shall be determined pursuant to cl. 6(1)(b)(i) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 and any applicable law.

86. Contestability

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

87. Union Training Leave

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

88. Stand Down

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

PART B

Table 1 - Indicative Wage Rates (subject to conditions outlined in clause 16)

Classification	Weekly Rate			
	Effective 12/06/2011 (without Industry Allowance)	Rate with pay increase of additional 0.75% as prescribed in 16.2(i) (specified date of 15 April 2012)	Rate with pay increase of 3.25% (2.5% as prescribed in 16.1(ii) plus an additional 0.75% prescribed in 16.2(ii) with specified date of 1 January 2013	Rate with pay increase of 3.25% (2.5% as prescribed in 16.1(iii) plus an additional 0.75% prescribed in 16.2(iii) with specified date of 1 January 2014
	\$	\$	\$	\$
Conductor T/A Sign on Clerk	727.60	733.10	756.90	781.50
Bus Cleaner level 1	732.20	737.70	761.70	786.50
Bus Cleaner level 2	778.00	783.80	809.30	835.60
Bus Cleaner level 3	800.40	806.40	832.60	859.70
Bus Cleaner level 4	846.20	852.50	880.20	908.80
Bus Operator, Trainee (applicable for Trainees who commence on or after 1 January 2012).	814.20	820.30	847.00	874.50
Bus Traineeship level 1 (applicable only for Trainees who commence before 1 January 2012)	814.20	820.30	847.00	874.50
Bus Operator level 1	845.00	851.30	879.00	907.60
Bus Operator level 2	878.70	885.30	914.10	943.80

Bus Traineeship level 2 (applicable only for Trainees who commence before 1 January 2012).	878.70	885.30	914.10	943.80
Senior Bus Operator	895.70	902.40	931.70	962.00
Shed Driver	921.50	928.40	958.60	989.80
Customer Service Coordinator level 1	996.40	1003.90	1036.50	1070.20
Yard Supervisor	969.40	976.70	1008.40	1041.20
Senior Bus Operator - Yard (SBOY)	921.50	928.40	958.60	989.80
Airport Coordinator	967.70	975.00	1006.70	1039.40
Bus Operator Trainer 1	969.40	976.70	1008.40	1041.20
Bus Operator Trainer 2	1043.60	1051.40	1085.60	1120.90
Bus Operator Trainer 3	1142.80	1151.40	1188.80	1227.40
Customer Service Liaison (Kiosk)	967.70	975.00	1006.70	1039.40
Customer Service Liaison (Explorer)	967.70	975.00	1006.70	1039.40

* Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	0.75% increase Specified Date 15/4/12 \$	3.25% increase (specified date 1/1/13) \$	3.25% increase (specified date 1/1/14) \$
Item 1	Industry Allowance	42.60	44.00	45.40
Item 2	Articulated Bus Allowance	18.10	18.70	19.30

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

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

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

(a)	First sign on bus ex. shed First sign on pick up bus at relief point First sign on staff bus/car ex. shed	ten minutes eight minutes nine minutes
(b)	Broken shifts First sign off bus to shed First sign off relieved at relief point First sign off staff bus/car to shed	five minutes five minutes five minutes

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

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

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

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

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

Table 6 - Exclusive Shift Times

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours	Hours	Hours
Belmont	3h 25m	2h 15m	

Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Hamilton	3h 35m	2h 15m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	
Tempe	2h 30m	2h 15m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY DIVISION OF GOVERNMENT SERVICE BUS OPERATIONS ENTERPRISE (STATE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 257 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART A

SECTION 1 APPLICATION AND OPERATION OF AWARD

1. Title

This Award shall be known as the "State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Award 2012" ("the Award").

2. Arrangement

PART A

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3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employee Related Costs", as outlined in Clause 16 of this Award, shall be as defined in clause 9 of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011.

- 3.5 "Employee Related Cost Savings" as outlined in Clause 16 of this Award, shall be as defined in clause 9 of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011.
- 3.6 "Employer" means the State Transit Authority Division of the Government Service and a reference to the Employer shall also be taken to include a reference to the Division Head of the State Transit Authority Division of the Government Service.
- 3.5 "Employee" means a full time, part time, temporary or casual employee covered by this Award of a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 20 of this Award.
- 3.6 "O/MBSC" means Outer Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer, the RTBU.
- 3.9 Penalty payments - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 "RTBU" means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.11 "State Transit" means the State Transit Authority Division of the Government Service and a reference to State Transit shall be taken to include a reference to the Division Head of the State Transit Division of the Government Service.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 4.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

4.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the State Transit Authority Division of the Government Service, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Interim Award 2011 published 9 September 2011 (371 I.G. 814).
- 5.2 This Award shall take effect on and from 4 April 2012 and shall remain in force until 31 December 2014.

6. No Extra Claims

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

SECTION 2 - EMPLOYMENT RELATIONSHIP

8. Skills Competency

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

9. Recruitment and Full Time Employment

- 9.1 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who do not have an HR driver's licence will have to demonstrate that they have reached a proficiency rating of at least 80% of the RTA assessment for a HR licence before they may be offered a Traineeship or Bus Operator position with State Transit.
- 9.2 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who already hold a HR licence will have to demonstrate that they are competent to drive STA buses, as determined by STA, and RTA accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with State Transit.
- 9.3 Any employee not being a Bus Operator specifically engaged as being a part-time or casual temporary employee is for all purposes of this Award a full-time employee, unless otherwise specified by this Award.

10. Establishment of Additional Part Time and Casual Work

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

11. Job Share

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

12. Casual Bus Operator

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

13. Permanent Part-Time Bus Operator

- 13.1 A permanent Part-time Bus Operator is a Bus Operator who:
- (i) works less than full-time hours of 38 per week; and
 - (ii) has reasonably predicted hours of work; and
 - (iii) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 13.2 The Parties agree that Part-Time employees can be utilised to perform work in excess of their daily agreed hours if full time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.

- 13.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 13.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.
- 13.5 At the time of engagement, the employer and the regular part time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 13.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate School Vacation times, Service Reviews etc. When this occurs, actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable, the employee is to be allocated shifts which have hours of work as near as possible to the employee's current contract of employment.
- 13.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 13.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 12.
- 13.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 13.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greatest.
- 13.11 Where the employer intends to reallocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.
- 13.12 Four weeks notice is to be given to the local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.
- 13.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

14. Temporary Bus Operator

- 14.1 A temporary Bus Operator is a Bus Operator, not being a permanent full-time, permanent regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 14.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 14.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 14.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.

- 14.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 14.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 14.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 14.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

15. Supervision of Special Events

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

SECTION 3 - WAGES AND RELATED MATTERS

16. Wages and Wage Increases

- 16.1 Subject to this clause, wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 2.5% from 12 June 2011 (as applied by the State Transit Authority Division of the Government Service bus Operations Enterprise (State) Interim Award 2011),
 - (ii) 2.5% from the first full pay period commencing on or after 1 January 2013, and
 - (iii) 2.5% from the first full pay period commencing on or after 1 January 2014.
- 16.2 In addition to the increases in subclause 16.1, and consistent with Regulation 6(1)(b) and (e) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011, the following additional increases are available but are dependant upon and in full consideration for achievement of the employee-related cost savings arising from the agreed initiatives which are specified in subclause 16.5 :
- (i) Up to 0.75 from the first full pay period commencing on or after 15 April 2012;
 - (ii) Up to an additional 0.75% from the first full pay period commencing on or after 1 January 2013; and
 - (iii) Up to a further additional 0.75% from the first full pay period commencing on or after 1 January 2014.
- 16.3 The wage increases outlined in subclause 16.2 will only be paid if employee-related cost savings arising from the initiatives set out in subclause 16.5 are sufficient to fund the increases.
- 16.4 The increases specified in subclause 16.2(i), (ii), and (iii) are payable from the dates specified in those subclauses provided sufficient savings have been achieved, or at a later date once sufficient savings have been achieved to fund the increases (pursuant to 16.5) provided the savings are achieved within the life of this Award.

- 16.5 The following initiatives are relied upon to achieve the employee related cost savings to offset the increase in employee related costs arising from the wage increases set out in sub clause 16.2 above:
- (i) Changes to Holiday Relief Rostering Arrangements (see Subclause 42.2),
 - (ii) Changes to Recruitment Practices (see Clause 9),
 - (iii) Changes to State Transit's Driver Training Program (see Clause 74.3),
 - (iv) Deferment of the Traineeship Wage Rates (see Clause 17 and Part B - Table 1).
 - (v) Payment of the 2.5% annual increases in the manner prescribed in sub clause 16.1.
- 16.6 Any disputes as to whether the employee related cost savings initiatives have been realised or the extent to which they have been realised may be referred to the NSW Industrial Relations Commission for determination subject to the provisions of Clause 85.
- 16.7 The wage increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.
- 16.8 Wages shall be paid fortnightly.
- 16.9 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from employees. This service is provided free of cost to the employee and State Transit agrees to continue to provide this service for the duration of this Award.

17. Rates of Pay for Bus Trainees

- 17.1 Employees who commence employment on a Bus Traineeship shall, following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.
- 17.2 The classification of Bus Traineeship Level 1 and 2 shall cease to have effect for all Bus Operators Trainees who commence employment on or after 1 January 2012. These employees will commence under the new classification of 'Bus Operator Trainee'.

18. Income Protection

- 18.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.
- 18.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 18.3 Subclause 18.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 18.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 18.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

19. Salary Sacrifice for Superannuation

- 19.1 Notwithstanding the wages prescribed in this Award, an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 19.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 19.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (ii) subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 19.4 Where an employee elects to salary sacrifice in terms of sub-clause 19.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.
- 19.5 Where the employee is a member of a superannuation scheme established under:
- (i) the *Superannuation Act 1916*;
 - (ii) the *State Authorities Superannuation Act 1987*;
 - (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (iv) the *First State Superannuation Act 1992*.
- State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 19.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.
- 19.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with State Transit to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 19.5, State Transit will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Arrangements for Former Classifications

- 20.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:
- (i) Customer Service Co-ordinator Level 1 (CSC 1);
 - (ii) Conductor;
 - (iii) Airport Co-ordinator;
 - (iv) Customer Service Liaison (Kiosk);
 - (v) Customer Service Liaison (Explorer);
 - (vi) Explorer Bus Operator.
- 20.2 The Employee classifications listed in 20.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver, and Bus Parker positions.

21. Career Paths

- 21.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.
- 21.2 Employees who take an Apprenticeship or Traineeship and are subject to subclause 21.1 herein are to take the conditions of the relevant Award for the work performed.
- 21.3 State Transit will provide guidance to employees covered by this Award:
- (i) in the preparation of resumes, job applications and the interview process; and
 - (ii) regarding career opportunities and professional development.

22. Acting Out of Classification

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

23. Excess Travelling Time

- 23.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at

the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.

- 23.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 23.1 of this clause.
- 23.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

24. Attending for Duty

- 24.1 "Commences Duty" means an employee has attended for duty as instructed, collected their journal and signed on at the PMR in accordance with the rostered commencement time.
- 24.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.
- 24.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 24.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 24.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 24.6 A permanent regular part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 24.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

25. Attending Court

- 25.1 An employee who has been notified to attend any court, as a witness for, or at the request of the employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (ii) all time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.

- (iii) when the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under 25.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 25.1(i)
- (iv) where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
- (v) where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
- (vi) where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

26. Making Reports

- 26.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 26.2 15 minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 26.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

27. Attending Office

- 27.1 An employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.
- 27.2 The provisions of this clause do not apply to an employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 27.3 Where the employee attends and the distance travelled exceeds the distance from the employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

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

28. Hours of Work

- 28.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 28.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 28.3 Employees on a Six Day Roster:
 - 28.3.1 The provisions of this subclause apply to all full-time employees covered under this Award, except those covered under subclause 28.4.

- 28.3.2 Except as provided in 28.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 28.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.
- 28.4.1 Except as provided in 28.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.
- 28.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.5 Length of shift.
- The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.
- 28.6 Length of shift - broken shifts.
- On any broken shift portion the ordinary hours of duty shall be no greater than five.
- 28.7 The maximum spread of hours on any broken shift shall be 12.
- 28.8 Interval between shifts.
- No employee shall be called upon to begin a new shift without having been off duty for at least 10 consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.
- 28.9 Hours of work before and after meal break - Straight and Broken shifts.
- 28.9.1 Straight shifts - where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- 28.9.2 Broken shifts - where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

29. Saturday and Sunday Time

- 29.1 Ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 29.2 Ordinary time worked on Sundays shall be paid for at the rate of double time.
- 29.3 Notwithstanding anything provided for elsewhere in this Award, the employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

30. Contingent Arrangements for Major Incidents Affecting Services

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

- (a) natural disasters;
 - (b) bush fire emergencies;
 - (c) major rail and road disruption;
 - (d) civil disturbances.
- 30.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

31. Overtime

- 31.1 Subject to sub-clause 31.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 31.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise; and
 - (iv) any other relevant matter.
- 31.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
 - (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
 - (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 31.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

32. Working of Voluntary Overtime

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

33. Cancellation of Rostered Day Off

- 33.1 Subject to subclause 31.2, the employer may require an employee to work reasonable overtime on a rostered day off.
- 33.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- 33.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 33.4.
- 33.4 When an Employee Works on Their Rostered Day Off and is Not Given Another Day Off in Lieu Thereof in the Same Week, Time Worked Shall Stand Alone and be Paid for at the Rate of Double Time If a Saturday Or at the Rate of Time and a Half for the First Three Hours and Double Time Thereafter If Any Other Day Monday to Friday.
- 33.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 33.1 shall not apply.
- 33.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 33.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 33.4 will not apply.

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

- 34.1 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.
- 34.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 34.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 31.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 34.4 The employer shall record time off in lieu arrangements for each time this provision is used.
- 34.5 Make up time.
- 34.5.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.
- 34.5.2 An employee on shift work may elect, with the consent of their employer, to work make up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

35. Shift Penalties

- 35.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:

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

36. Meal Breaks

- 36.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 36.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 36.3 Meal breaks shall be given where practicable in the order in which employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 36.4 Where the distance from the place of relief for meals to the employee's depot or meal room provided by the employer exceeds 90 metres, the employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.
- 36.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 36.6 Employees working broken shifts shall not be provided with time for a meal break.
- 36.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 36.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

37. Uniform Allowance

- 37.1 All Bus Operator employees are required to wear the current approved State Transit bus operation uniform at all times whilst on duty.
- 37.2 All new Bus Operators, shall receive an initial issue of bus operation uniform at State Transit cost, as set out in Table 3, Part B, of this Award.

- 37.3 Subsequent to the initial issue, Bus Operators will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit bus operation uniform from approved supplier(s).
- 37.4 Following receipt of the initial new uniform, employees will have the option to receive half of the annual uniform allowance six months from the issue of the new uniform and the second portion of the allowance six months later.

38. Industry Allowance

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

39. Articulated Bus Allowance

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

SECTION 6 - ROSTERS AND RELATED MATTERS

40. Service Reliability

- 40.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with Transport for New South Wales. Management and the local RTBU Delegate will continue to monitor early and late running time.
- 40.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 40.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 40.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 40.2 and 40.3 herein.
- 40.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.

- 40.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

41. Standing Time for Sydney

- 41.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.
- 41.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.
- 41.3 Non-Critical Peak Periods.
- 41.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 41.3.2 Non-critical peak periods are all times outside the intent of clause 41.4 and Saturdays and Sundays.
- 41.4 Critical Peak Period Times - Monday To Friday.
- 41.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 41.5 Late Running.
- 41.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 40.2 and 40.3 of this Award.
- 41.5.2 To ensure this Award does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.
- 41.6 Unaffected Routes.
- 41.6.1 The parties have documented bus routes operating along trunk/strategic routes and times that are to be excluded from the above criteria.

42. Rosters

- 42.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.
- 42.2 The parties agree to the abolition of the Bus Operators roster known as the Holiday Relief or "scrap heap." In its place additional relief lines will be allocated according to the shift type (AM, broken, Day, Midday and PM rosters) as well as a daily allocation roster (DAR).
- (i) In an effort to allocate staff on these relief lines work of a similar kind, the annual leave allocation for Bus Operators will be as far as practicable and subject to operational requirements, be based and allocated on the above mentioned shift types.

- (ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.
 - (iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.
- 42.3 Employees shall be rostered off on two clear days in each rostered week.
- 42.4 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.
- 42.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- 42.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 42.9 and 42.19.
- 42.7 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.
- 42.8 For the purposes of subclause 42.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.
- 42.9 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 28 days in advance of the introduction of the adjustments.
- 42.10 Where, because of an emergency, the employer cannot post the duty roster within the required 28 days it shall notify the employees and the Union.
- 42.11 This clause shall not apply to school specials or charter hiring.
- 42.12 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, they may be advised of any alteration of their work on the first of their days off.
- 42.13 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 42.14 No employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or public holiday for the provision of services for sporting events.
- 42.15 In the event of an employee applying for leave on a public holiday and such leave is granted, the employee shall not be required to work on that public holiday.
- 42.16 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.
- 42.17 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage employees to commence late with advice rather than not attending for duty.

- 42.18 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 42.19 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

43. Daily Maintenance of Rosters

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

44. Roster Committees

- 44.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 44.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the RTBU will occur as soon as information is presented.
- 44.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 44.4 Before week one, as defined in 45.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
 - (b) too much operating time allocated;
 - (c) too many or too few buses to meet the patronage demand; or
 - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 44.5 Following the process outlined in 44.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 44.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

45. Roster Changes

- 45.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 45.2 Subject to Clause 18, it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 45.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 45.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
 - (ii) in week 2 - Scheduler to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
 - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 45.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

46. Training Rosters

- 46.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimizing the variance in daily hours of work.
- 46.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognized by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.
- 46.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the O/MBSCs.
- 46.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 46.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on the holiday relief roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

47. New Year's Eve Rostering Arrangements

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

48. Exclusive Shifts

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

49. Route Networking

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

50. Regionally Optimised Timetabling

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

51. Special Hirings

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

52. Charter Work

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

53. Sign on and Sign Off Times

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

54. Running and Standing Times in Newcastle

- 54.1 Bus operators shall be entitled to a standing time between trips calculated as 12.5% of the previous service trip's timetabled running time. Service trip is defined as a passenger carrying, revenue earning trip. The 12.5% standing time is in addition to the three minutes allocated for terminus duties.
- 54.2 Standing time is not granted for a service trip preceding a meal break or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 54.3 Standing time is not granted for time spent running special. An allowance of three minutes prior to running special and two minutes after running special and before commencing next trip will be allocated in accordance with current procedures. Where an operator runs special back to a depot, an allocation of only two minutes will be provided.
- 54.4 Where standing time is earned following a service trip to a terminus and a special running trip to another terminus is timetabled prior to commencement of a further service trip, such standing time may be taken at either terminus at the discretion of the operator.
- 54.5 For round trips, the standing time for forward trips is accrued and taken at the completion of return trip. Such standing time accrued in this manner cannot be forfeited should an operator go to a meal or sign off. A round trip is defined as a trip that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.
- 54.6 It may be expedient to transfer standing time earned at a terminus to a subsequent terminus. This will be limited to 5% of the previous trip's timetabled running time. Such a transfer may be accrued with other standing time but cannot be forfeited should an operator go to a meal or sign off.
- 54.7 No operator will be expected to drive in service for a period exceeding 100 minutes without receiving standing time as determined in sub-clause 54.1. Should timetabled service running exceed 100 minutes, standing time will be calculated on the entire work period since the last break, meal or sign on.
- 54.8 Terminus duty time of three minutes will be provided upon arrival at city terminus prior to commencement of a meal break.

54.9 The following procedures will apply in regard to normal school services:

- 54.9.1 In the case of runs which conduct more than one school trip, such trips may be combined into one significant trip for the purpose of calculating standing time. The standing time allocated at the end of the last school trip will be the sum of the standing time earned for each individual school trip.
- 54.9.2 Standing time accrued prior to the last school trip cannot be forfeited should an operator go to a meal or sign off.
- 54.9.3 Where school trips are preceded by a service trip, standing time will be provided after the service trip, before running special to commence the first school trip.
- 54.9.4 In instances where a bus cost could be averted by accruing this standing time, such accrued time would then be taken as soon as practicable. However, no accrued standing time shall be forfeited should an operator go to a meal or sign off.
- 54.9.5 The requirement to change all destination rolls between each school trip and special running between school trips is rescinded. Instead, at the terminus prior to running special to commence the first school trip:
- (i) the near number shall be placed on "000"; and
 - (ii) destination rollers (front and side) shall be turned to school on top roller and special on bottom and left rollers until all school trips are completed. The first school route number should then be displayed.
- 54.9.6 After each school trip:
- (i) an allocation of two minutes will be provided between school trips for the operator to undertake an inspection for lost property and damage, change the route number front and side, and to attend to the AFC machine; and
 - (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 54.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.
- 54.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost, then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.
- 54.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.
- 54.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

55. Annual Leave

- 55.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 55.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.

- 55.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:
- (i) in the case of retirement, resignation or dismissal - to the employee;
 - (ii) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.
- 55.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 55.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 55.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

56. Long Service Leave

- 56.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).
- 56.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 56.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 56.4 The calculation of the days will be on a Monday to Friday basis.

57. Personal/Carer's Leave Entitlement

- 57.1 Amount of paid personal/carer's leave - an employee is entitled to the following amount of paid personal/carer's leave:
- (i) 17 days for all employees except those nominated in paragraph 57.1 (ii); or
 - (ii) Employees who commenced on or after 1 February 1995:
 - (a) 10 working days per year for up to five years' service;
 - (b) 12 working days per year from five years' to seven years' service; and
 - (c) 17 working days per year for over seven years.
- 57.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 57.3 Immediate family or household: the entitlement to use compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- 57.3.1 a spouse of the employee; or

- 57.3.2 a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- 57.3.3 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 employee or of the spouse or de facto spouse of the employee; or
- 57.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:
- 57.3.5 "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- 57.3.6 "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- 57.3.7 "household" means a family group living in the same domestic dwelling.
- 57.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

58. Personal Sick Leave

- 58.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.
- 58.2 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury.
- (i) 15 working days for all employees except those nominated in 58.2 (ii); or
- (ii) Employees who commenced on or after 1 February 1995:
- (a) 8 working days per year for up to five years' service;
- (b) 10 working days per year from five years to seven years service; and
- (c) 15 working days per year for over seven years service.
- 58.3 Leave taken by an employee under sub-clause 58.2 is deducted from the amount of personal/carer's leave under sub-clause 57.1
- 58.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:
- (i) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- (ii) the current year's personal/carer's leave entitlement.
- 58.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: the balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below, less any personal sick leave or carer's leave taken by the employee during the year:
- (i) 15 working days for all employees except for those nominated in 58.5 (ii); or

- (ii) Employees who commenced on or after 1 February 1995:
 - (a) eight working days per year for up to five years' service;
 - (b) ten working days per year from five to seven years service; and
 - (c) fifteen working days per year for over seven years service.

59. Personal Carers' Leave

- 59.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.
- 59.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 59.3 The employee must, if required by the employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's leave in excess of 5 days per annum, unless otherwise approved by the employee's manager.
- 59.4 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 59.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 59.6 Each day or part day of carer's leave taken in accordance with subclause 59.1 is to be deducted from the quantum of personal/carer's leave provided in subclause 57.1 up to a maximum of 10 days per annum.
- 59.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken 10 days carer's leave in the current year.
- 59.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

60. Bereavement Leave

- 60.1 An employee is entitled to up to two days paid leave, on each, occasion if a member of the employee's immediate family or household dies.
- 60.2 Each day or part of a day used under 60.1 is deducted from the amount of personal/carer's leave under subclause 57.1.
- 60.3 An employee is entitled to use accumulated sick leave as paid compassionate leave up to two days on each occasion when a member of the employee's immediate family or household dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 57.1.
- 60.4 An employee is entitled to use unpaid leave up to two days on each occasion when a member of the employee's immediate family or household dies if, the employee has already used the current year's personal/carer's entitlement under sub-clause 57.1 and no accumulated sick leave is available.
- 60.5 Proof of death must be provided to the satisfaction of the employer, if requested.

61. Purchased Leave for Personal Or Family Needs

- 61.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 61.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 61.3 All leave entitlements which accrue during an employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 61.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 61.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the proceeding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 61.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 61.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.
- 61.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 61.9 The definition of a week is Monday to Friday.
- 61.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 61.11 Employees will retain home and duty passes and other privilege passes.

62. Paid Maternity Leave

- 62.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 62.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 62.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 62.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.

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

63. Parental Leave

- 63.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures. . Continuous service for a casual means work on an unbroken, systematic and regular basis. Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.
- 63.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 63.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 63.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 63.5 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 63.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 63.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 63.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is

capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

64. Adoption Leave

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

65. Career Break

- 65.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.

65.2 The terms and conditions under which an employee may take a career break are as follows:

- (i) The minimum period for a career break is six months. The maximum period for a career break is 12 months.
- (ii) An employee must provide three months notice of a request to take a career break.
- (iii) An employee who takes a career break must utilise any accrued annual leave as part of this break.
- (iv) Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- (v) At the commencement of the career break, employees must return their staff travel pass.
- (vi) At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- (vii) Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- (viii) Applications for career breaks will be approved at State Transit's discretion.

66. Public Holidays

66.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:

- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
- (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.

66.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Policy and the following clauses regarding rates of pay.

67. Work on a Public Holiday

67.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.

67.2 In addition to the penalty rate prescribed in 67.1 above, an employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.

67.3 A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours.

67.4 To avoid doubt, the Additional Payment referred to in 67.2 above, will be paid out when the Public Holiday falls.

68. Concessional Day (Substitute Bank Holiday)

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

69. Picnic Day

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

70. Jury Service Leave**70.1 Entitlement**

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

70.2 Requirements for Payment

- 70.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and, are therefore eligible to receive the court fee.
- 70.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.
- 70.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.
- 70.2.4 After taking leave to attend jury service, Employees must submit a certificate of attendance, detailing the days attended and the court fee received.

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

71. Occupational Health and Safety Training

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

72. Alcohol and Other Drugs

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

73. Certificate Iii in Transport and Distribution

- 73.1 State Transit is committed to offer the Certificate III in Transport and Distribution (Road Transport) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Communities. However, in the event that State and/or Commonwealth Government funding for the traineeship is withdrawn or reduced, consideration will be given to reviewing State Transit's commitment to the program.
- 73.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 73.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.
- 73.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 73.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

74. Driver Skills Maintenance Program

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

75. Fatigue Management

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

SECTION 9 - GENERAL

76. Continuity of Service (on Transfer of Business)

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

77. Abandonment of Service

- 77.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of State Transit, that their absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 77.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:
- (i) the Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee, to contact the Employer within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - (ii) where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence;
 - (iii) where the Employee fails to acknowledge the First Letter, or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.
- 77.3 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.

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

78. Quality Certification

- 78.1 The Parties agree to work together to maintain ISO 9001:2000 certification.

79. Absence Management Procedures

- 79.1 Commitment to Reduction in Sick Leave Levels.

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

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

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

- 79.2 Review Mechanisms.

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

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

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

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

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

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

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

79.3.3 If directed by State Transit, an employee must attend an examination by a State Transit Nominated Doctor (State Transit Doctor) located within a reasonable travelling distance

from the employee's home, at any time. A State Transit Doctor may include a specialist. This may occur where:

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

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

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

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

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

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

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

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

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

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

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

- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

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

79.5 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

79.7 Step 3

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

79.8 Continuous Review.

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

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

80. Patterns of Work and Productivity

- 80.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.
- 80.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

81. New Technology

- 81.1 The Parties to this Award will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 81.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

82. Smart Card/Integrated Ticketing

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

83. Centre and Rear Door Loading for Cashless Services

- 83.1 State Transit is committed to minimizing cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 83.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 83.3 Prior to implementation of this initiative, State Transit will consult with the Union and employees to ensure safe working of passenger loading.

84. Termination of Employment

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

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

- 84.1.1 The Periods of Notice prescribed above, will be increased by 1 week if the employee:
- (i) is over 45 years old; and
 - (ii) has completed at least 2 years of continuous service with the employer.
- 84.2 Instead of notice, the employer may give the employee compensation, which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

- 84.2.1 This total must be worked out on the basis of:
- (i) the employee's ordinary hours of work (even if they are not standard hours); and
 - (ii) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.
- 84.3 Notwithstanding the notice provisions prescribed in 84.1 to 84.2 above, the Employer is not obliged to provide any notice of termination in circumstances where the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.
- 84.4 Employees to Return all State Transit Property.

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

SECTION 10 - INDUSTRIAL RELATIONS

85. Disputes Settlement Procedure

- 85.1 When the Parties to this Award are in dispute with either the Union or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.
- 85.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- 85.3 If the grievance cannot be resolved as provided for in 85.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.
- 85.4 If the dispute is not resolved as provided for in 85.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.
- 85.5 Nothing in 85.3 or 85.4 prevents the appropriate Manager or General Manager agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.
- 85.6 If, following action under 85.2, 85.3, 85.4 or 85.5 a dispute remains unresolved, the employee, a Union Delegate, or the Manager, Employee Relations may refer the matter for resolution to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Chief Executive) and an official nominated by the union.
- 85.7 If, following action under 85.2 to 85.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions New South Wales (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.
- 85.8 If a dispute referred to Unions NSW under 85.7 remains unresolved, following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and, if necessary, arbitration.

- 85.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five working days to complete; and that in the case of each step, attempts should be made to hold discussions within two working days of commencing the step.
- 85.10 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 85.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant Industrial Tribunal for urgent resolution.
- 85.12 Subject to subclause 85.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 85.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.
- 85.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.
- 85.15 A dispute relating to clause 16 shall be determined pursuant to cl. 6(1)(b)(i) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 and any applicable law.

86. Contestability

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

87. Union Training Leave

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

88. Stand Down

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

PART B**Table 1 - Indicative Wage Rates (subject to conditions outlined in clause 16)**

Classification	Weekly Rate			
	Effective 12/06/2011 (without Industry Allowance)	Rate with pay increase of additional 0.75% as prescribed in 16.2(i) (specified date of 15 April 2012)	Rate with pay increase of 3.25% (2.5% as prescribed in 16.1(ii) plus an additional 0.75% prescribed in 16.2(ii) with specified date of 1 January 2013	Rate with pay increase of 3.25% (2.5% as prescribed in 16.1(iii) plus an additional 0.75% prescribed in 16.2(iii) with specified date of 1 January 2014
	\$	\$	\$	\$
Conductor T/A Sign on Clerk	727.60	733.10	756.90	781.50
Bus Cleaner level 1	732.20	737.70	761.70	786.50
Bus Cleaner level 2	778.00	783.80	809.30	835.60
Bus Cleaner level 3	800.40	806.40	832.60	859.70
Bus Cleaner level 4	846.20	852.50	880.20	908.80
Bus Operator, Trainee (applicable for Trainees who commence on or after 1 January 2012).	814.20	820.30	847.00	874.50
Bus Traineeship level 1 (applicable only for Trainees who commence before 1 January 2012)	814.20	820.30	847.00	874.50
Bus Operator level 1	845.00	851.30	879.00	907.60
Bus Operator level 2	878.70	885.30	914.10	943.80
Bus Traineeship level 2 (applicable only before for Trainees who commence 1 January 2012).	878.70	885.30	914.10	943.80
Senior Bus Operator	895.70	902.40	931.70	962.00
Shed Driver	921.50	928.40	958.60	989.80
Customer Service Coordinator level 1	996.40	1003.90	1036.50	1070.20
Yard Supervisor	969.40	976.70	1008.40	1041.20
Senior Bus Operator - Yard (SBOY)	921.50	928.40	958.60	989.80
Airport Coordinator	967.70	975.00	1006.70	1039.40
Bus Operator Trainer 1	969.40	976.70	1008.40	1041.20
Bus Operator Trainer 2	1043.60	1051.40	1085.60	1120.90
Bus Operator Trainer 3	1142.80	1151.40	1188.80	1227.40
Customer Service Liaison (Kiosk)	967.70	975.00	1006.70	1039.40
Customer Service Liaison (Explorer)	967.70	975.00	1006.70	1039.40

* Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	0.75% increase Specified Date 15/4/12 \$	3.25% increase (specified date 1/1/13) \$	3.25% increase (specified date 1/1/14) \$
Item 1	Industry Allowance	42.60	44.00	45.40
Item 2	Articulated Bus Allowance	18.10	18.70	19.30

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

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

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

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

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

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

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

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

Table 6 - Exclusive Shift Times

Exclusive Provision - Monday to Friday

Duties	Union Hours	Institute Hours	Gym Attendant Hours
Locations			
Belmont	3h 25m	2h 15m	
Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Hamilton	3h 35m	2h 15m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
Mona Vale	2h 30m	2h 15m	

North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	
Tempe	2h 30m	2h 15m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

C.G. STAFF *J*

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(1900)

SERIAL C7711

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH
WALES GOVERNMENT SERVICE BUS ENGINEERING AND
MAINTENANCE ENTERPRISE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1898 of 2011)

Before The Honourable Justice Marks

21 December 2011

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 2012".

2. Arrangement

Clause No. Subject Matter

PART A

1. Award Title
2. Arrangement

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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 Nothing in this clause is to be taken to affect:
 - 3.4.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
 - 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 3.4.3 any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - 3.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Area, Incidence and Duration

- 4.1 This Award comes into force from the first full pay period to commence on 1 January 2012 and shall remain in force until 31 December 2012.
- 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

- 8.1 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

- 10.1 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 Traffic Authority or its successor and Ministry of Transport 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) OH & S training for convenors, chairpersons and members of OH&S 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 Depot 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:
- (i) Engineering Repair Tradesperson Mechanical
 - (ii) Engineering Repair Tradesperson Electrical
 - (iii) Engineering Repair Tradesperson Vehicle Building/Fabrication
 - (iv) Engineering Repair Assistant
 - (v) 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 OH&S, 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 casuals 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

- 20.1 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 are 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:
- 26.1.1 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

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.

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 Under this clause a 'casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.5 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.
- 27.6 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%.
- 27.7 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 casuals.
- 27.8 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.9 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.
- 27.10 State Transit shall not require an existing permanent Employee to become a casual Employee.
- 27.11 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.
- 27.12 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.13 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:
 - (a) Clause 16 - Career Path, and Clause 17- Career Path Development
 - (b) Clause 28 - Abandonment of Employment
 - (c) Subclause 29.2 - Notice of Termination
 - (d) Clause 30 - Job Security
 - (e) 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 46 - Parental Leave (which only applies to Regular casual Employees).
 - (f) Clause 55 - Salary Sacrifice for Superannuation.

- (g) Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands

27.14 Notwithstanding the intentions of subclause 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:

- (a) For the purpose of changing shift rosters;
- (b) Where a shift worker does not report for duty;
- (c) 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:

- (a) staff classification type and numbers in a location;
- (b) actual work location including redeployment to another work location;
- (c) shift start and finishing times;
- (d) rostered day off patterns;
- (e) 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 subclause 38.1, consideration is to be given to travel arrangements of Employees when constructing rosters.

38. Change of Shift

- 38.1 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 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 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 48 hours notice of the change).

39. This Clause Has Been Left Intentionally Blank

40. Higher Duties

- 40.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 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.

41. Attending Office

- 41.1 Where the Employer requires an Employee to:
- 41.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
- 41.1.2 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.

42. Meal and Rest Breaks

- 42.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 42.2 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.
- 42.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 42.4 If a rest break is granted, it shall be at the Employer's time.

PART VI - LEAVE AND PUBLIC HOLIDAYS

43. Annual Leave

- 43.1 Employees shall be entitled to Annual Leave as prescribed by the *Annual Holidays Act 1944* (NSW).
- 43.2 Annual Leave Loading
- 43.2.1 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.
- 43.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

44. Long Service Leave

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

45. Personal Leave

- 45.1 Personal Leave consists of the following three types of leave:
- (a) Sick Leave;
 - (b) Carer's Leave; and
 - (c) Compassionate/Bereavement Leave
- 45.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.
- 45.3 For the purpose of this clause:
- 45.3.1 Immediate family means:
- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the same or 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, and
 - (b) child, or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 45.3.2 Year means the period of twelve months from 1 January to 31 December inclusive.

45.3.3 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.

45.3.4 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.

45.4 Sick Leave

45.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

45.4.2 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.

45.4.3 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.

45.5 Managing Sick Leave Related Absences

45.5.1 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.

45.5.2 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.

45.5.3 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.

45.5.4 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,
- (f) five or more absences (particularly single day absences) in a four month period.

45.5.5 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.

45.5.6 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.

45.5.7 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.

45.5.8 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.

45.5.9 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

45.5.10 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.

45.6 Carer's Leave

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

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

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

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

45.6.5 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.

45.6.6 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.

45.6.7 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.

45.6.8 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.

45.7 Compassionate/Bereavement Leave

45.7.1 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.

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

46. Parental Leave

46.1 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 is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy.

46.2 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.

- 46.3 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.
- 46.4 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:
- (a) for maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child,
 - (b) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 46.5 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.
- 46.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 46.7 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.
- 46.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.
- 46.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.
- 46.10 Returning to work after a period of Parental Leave
- 46.10.1 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, but if the Employee's position has ceased to exist during the period of Parental Leave, the Employee will return from Parental Leave as a Excess Officer and will be subject to the Employer's Excess Officer Policy. In the case of an Employee transferred to a safe job pursuant to subclause 47.4, the Employee will be entitled to return to the position they held immediately before such transfer.
 - 46.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth, but an Employee who returns to work beyond the 52 weeks from the date of birth may be treated as a Displaced Officer and will be subject to the Employer's Excess Officer Policy. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.
 - 46.10.3 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.
- 46.11 Notice of Parental Leave
- 46.11.1 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.

46.11.2 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.

46.12 Replacement Employees

46.12.1 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.

46.12.2 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.

46.13 Variation of Parental Leave

46.13.1 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.

46.13.2 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).

47. Maternity Leave

47.1 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.

47.2 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.

47.3 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.

47.4 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.

- 47.5 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.
- 47.6 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.
- 47.7 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.
- 47.8 Paid Maternity Leave
- 47.8.1 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.
- 47.8.2 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.
- 47.9 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:
- (a) For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
- (b) 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.

48. Adoption Leave

- 48.1 Employees are entitled to paid Adoption Leave in accordance with this clause and with the Employer's Adoption Policy.
- 48.2 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.
- 48.3 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.
- 48.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.
- 48.5 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.
- 48.6 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.

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

- 50.1 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:
- (a) 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.
 - (b) 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.
 - (c) 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:

- (a) 7 hours and 36 minutes pay at ordinary rates; or
- (b) 7 hours and 36 minutes added to his or her Annual Leave; or
- (c) 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

52.1 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 2.5% increase will apply to Employees covered by this Award from 1 January 2012.
- 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

- 56.1 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 trialled.

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 Plumber's Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is the holder of a Certificate of Registration in accordance with State legislation shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.3 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.
- 58.4 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.
- 58.5 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.
- 58.6 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.
- 58.7 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.
- 58.8 Chokages - A plumber or drainer when employed upon any chokage necessitating the opening of any soil waste, or drainpipe conveying sewage, or upon any chokage in connection with oil arrester pipes or traps, fuel lines or similar oil installations shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.9 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.
- 58.10 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.
- 58.10.1 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.
- 58.10.2 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.
- 58.11 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.
- 58.12 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.
- 58.13 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.
- 58.14 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.
- 58.15 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowances 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.
- 58.16 Travelling and working away from usual place of work
- 58.16.1 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.
 - 58.16.2 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.
 - 58.16.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.16.1 and 58.16.2 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.

- 58.16.4 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.
- 58.16.5 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.
- 58.16.6 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.
- 58.17 Living away from home
- 58.17.1 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.
- 58.17.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.17.3 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.
- 58.17.4 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 depot 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) recommending 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**

- 63.1 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:

- (a) Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- (b) Genuine time frames for targets to be achieved.
- (c) Periodic reviews of progress and major reviews.
- (d) Mechanisms to review and implement new initiatives.
- (e) Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.

(f) 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:

- (a) ensuring compliance by the Parties with the terms of this Award, and
- (b) 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:

- (a) ensuring compliance by the Parties with the terms of this Award, and
- (b) facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:
 - (i) 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
 - (ii) 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

71.1 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 2012
	2.5%
L/H Step 1	1195.70
L/H Step 2	1230.00
L/H Step 3	1264.60

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2012
	2.5%
ERT Level 4	1130.50
ERT Level 3	1074.40
ERT Level 2	1022.00
ERT Level 1	972.70

Weekly Rates for Storeperson

Classification	1 January 2012
	2.5%
Level 2	958.80
Level 1	899.70

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2012
	2.5%
ERA Level 4	899.70
ERA Level 3	850.90
ERA Level 2	826.80
ERA Level 1	778.30

Weekly Rates for Apprentices

Classification	1 January 2012
4th Year (88%)	856.00
3rd Year (75%)	729.50
2nd Year (60%)	583.60
1st Year (50%)	486.30
plus the relevant proportionate Industry Allowance.	

Table 2 - Allowances

Allowances	1 January 2012								
Wet Work	0.58c p.h.								
Confined Spaces	0.72c p.h.								
Height Money	0.37c p.h.								
Asbestos	0.76c p.h.								
Fibreglass	0.26c p.h.								
Chokages	7.40 p.d.								
Supervisor Certificate - Electrician	38.90 p.w.								
Registration Certificate - Electrician	19.70 p.w.								
Plumbers Registration	21.10 p.h.								
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 2011 are currently:</p> <table> <thead> <tr> <th>Engine Capacity</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>2601cc and ove</td> <td>75 cents per km</td> </tr> <tr> <td>1601cc to 2600cc</td> <td>74 cents per km</td> </tr> <tr> <td>1600cc or less</td> <td>63</td> </tr> </tbody> </table> <p>Casual rates</p> <p>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>	Engine Capacity	Rate	2601cc and ove	75 cents per km	1601cc to 2600cc	74 cents per km	1600cc or less	63
Engine Capacity	Rate								
2601cc and ove	75 cents per km								
1601cc to 2600cc	74 cents per km								
1600cc or less	63								
Asbestos Eradication	2.00 ph								
First Aid	15.00 pw								
Industry Allowance (non Apprenticed full time adult employees)	44.10								

Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's and as published in STA policies shall be payable with respect to overnight travel allowance (as at 1 July 2010, rate for Sydney is \$293.35 and Newcastle \$242.85) and meal allowances for one day journeys which as at 1 July 2008 range from \$23.10 - \$44.40.
The overtime meal allowances is currently \$12.50 for the first meal and \$10.70 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.	

F. MARKS *J*

Printed by the authority of the Industrial Registrar.

(1900)

SERIAL C7801

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH
WALES GOVERNMENT SERVICE BUS ENGINEERING AND
MAINTENANCE ENTERPRISE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 258 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED 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 2012".

2. Arrangement

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

- | | |
|----|-------------|
| 1. | Award Title |
| 2. | Arrangement |

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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 the first full pay period to commence on 1 January 2012 and shall remain in force until 31 December 2012.
- 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.
- 4.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 April 2012.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

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

- 8.1 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

- 10.1 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 Traffic Authority or its successor and Ministry of Transport 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) OH&S training for convenors, chairpersons and members of OH & S 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 Depot 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:
- (i) Engineering Repair Tradesperson Mechanical
 - (ii) Engineering Repair Tradesperson Electrical
 - (iii) Engineering Repair Tradesperson Vehicle Building/Fabrication
 - (iv) Engineering Repair Assistant
 - (v) 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 tradeperson 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 Craftsperson 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 OH & S, 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 casuals 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

- 20.1 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 are 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:

- 26.1.1 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

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.

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 Under this clause a 'casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.5 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.
- 27.6 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%.
- 27.7 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 casuals.
- 27.8 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.9 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.

- 27.10 State Transit shall not require an existing permanent Employee to become a casual Employee.
- 27.11 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.
- 27.12 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.13 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:
- (a) Clause 16 - Career Path, and Clause 17- Career Path Development
 - (b) Clause 28 - Abandonment of Employment
 - (c) Subclause 29.2 - Notice of Termination
 - (d) Clause 30 - Job Security
 - (e) 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 46 - Parental Leave (which only applies to Regular casual Employees).
 - (f) Clause 55 - Salary Sacrifice for Superannuation.
 - (g) Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands
- 27.14 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:

- (a) For the purpose of changing shift rosters;
- (b) Where a shift worker does not report for duty;
- (c) 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:
- (a) staff classification type and numbers in a location;
 - (b) actual work location including redeployment to another work location;
 - (c) shift start and finishing times;
 - (d) rostered day off patterns;
 - (e) 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 subclause 38.1, consideration is to be given to travel arrangements of Employees when constructing rosters.

38. Change of Shift

- 38.1 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 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 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 48 hours notice of the change).

39. This Clause Has Been Left Intentionally Blank

40. Higher Duties

- 40.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 40.2 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.
- 40.3 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.
- 40.4 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.
- 40.5 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.

41. Attending Office

- 41.1 Where the Employer requires an Employee to:
- 41.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
- 41.1.2 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.

42. Meal and Rest Breaks

- 42.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 42.2 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.
- 42.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 42.4 If a rest break is granted, it shall be at the Employer's time.

PART VI - LEAVE AND PUBLIC HOLIDAYS

43. Annual Leave

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

43.2 Annual Leave Loading

- 43.2.1 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.
- 43.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

44. Long Service Leave

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

45. Personal Leave

- 45.1 Personal Leave consists of the following three types of leave:

- (a) Sick Leave;
- (b) Carer's Leave; and
- (c) Compassionate/Bereavement Leave

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

- 45.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer leave is subject to:-

- 45.3.1 The staff member being responsible for the care and support of the person concerned; and the person concerned being:-
- 45.3.2 a spouse of the staff member; or
- 45.3.3 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
- 45.3.4 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
- 45.3.5 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:-
- 45.3.6 "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- 45.3.7 "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- 45.3.8 "household" means a family group living in the same domestic dwelling.
- 45.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.

- 45.3.10 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.
- 45.3.11 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.
- 45.4 Sick Leave
- 45.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.
- 45.4.2 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.
- 45.4.3 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.
- 45.5 Managing Sick Leave Related Absences
- 45.5.1 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.
- 45.5.2 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.
- 45.5.3 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.
- 45.5.4 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,
 - (f) five or more absences (particularly single day absences) in a four month period.
- 45.5.5 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.
- 45.5.6 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.
- 45.5.7 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.

45.5.8 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.

45.5.9 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

45.5.10 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.

45.6 Carer's Leave

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

- 45.6.2 The entitlement to use up to a maximum of five days per year as Carer's Leave does not accumulate from year to year.
- 45.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.
- 45.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.
- 45.6.5 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.
- 45.6.6 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.
- 45.6.7 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.
- 45.6.8 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.
- 45.7 Compassionate/Bereavement Leave
- 45.7.1 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.
- 45.7.2 Proof of death must be provided to the satisfaction of the Employer.

46. Parental Leave

- 46.1 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.

- 46.2 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.
- 46.3 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.
- 46.4 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:
- (a) for maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child,
 - (b) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 46.5 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.
- 46.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 46.7 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.
- 46.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.
- 46.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.
- 46.10 Returning to work after a period of Parental Leave
- 46.10.1 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.
 - 46.10.2 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.
 - 46.10.3 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.
- 46.11 Notice of Parental Leave
- 46.11.1 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.

46.11.2 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.

46.12 Replacement Employees

46.12.1 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.

46.12.2 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.

46.13 Variation of Parental Leave

46.13.1 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.

46.13.2 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).

47. Maternity Leave

47.1 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.

47.2 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.

47.3 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.

47.4 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.

- 47.5 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.
- 47.6 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.
- 47.7 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.
- 47.8 Paid Maternity Leave
- 47.8.1 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.
- 47.8.2 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.
- 47.9 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:
- (a) For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
- (b) 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.

48. Adoption Leave

- 48.1 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.
- 48.2 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.
- 48.3 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.
- 48.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.
- 48.5 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.

- 48.6 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.

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

- 50.1 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:
- (a) 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.
 - (b) 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.
 - (c) 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:

- (a) 7 hours and 36 minutes pay at ordinary rates; or
- (b) 7 hours and 36 minutes added to his or her Annual Leave; or
- (c) 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

52.1 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 2.5% increase will apply to Employees covered by this Award from 1 January 2012..

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

- 56.1 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

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 trialled.

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 Plumber's Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is the holder of a Certificate of Registration in accordance with State legislation shall be paid the allowance rate specified in Table 2, Schedule A.

58.3 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.

58.4 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.

58.5 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.

58.6 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.

58.7 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.

58.8 Chokages - A plumber or drainer when employed upon any chokage necessitating the opening of any soil waste, or drainpipe conveying sewage, or upon any chokage in connection with oil arrester pipes or traps, fuel lines or similar oil installations shall be paid the allowance rate specified in Table 2, Schedule A.

- 58.9 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.
- 58.10 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.
- 58.10.1 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.
- 58.10.2 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.
- 58.11 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.
- 58.12 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.
- 58.13 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.
- 58.14 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.
- 58.15 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowances 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.
- 58.16 Travelling and working away from usual place of work
- 58.16.1 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.

- 58.16.2 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.
- 58.16.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.16.1 and 58.16.2 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.
- 58.16.4 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.
- 58.16.5 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.
- 58.16.6 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.
- 58.17 Living away from home
- 58.17.1 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.
- 58.17.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.17.3 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.
- 58.17.4 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 depot 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

- 63.1 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:

- (a) Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- (b) Genuine time frames for targets to be achieved.
- (c) Periodic reviews of progress and major reviews.
- (d) Mechanisms to review and implement new initiatives.
- (e) Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.
- (f) 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:

- (a) ensuring compliance by the Parties with the terms of this Award,
- (b) and 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:

- (a) ensuring compliance by the Parties with the terms of this Award, and
- (b) facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:
 - (i) 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
 - (ii) 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

71.1 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 2012 2.5%
L/H Step 1	1195.70
L/H Step 2	1230.00
L/H Step 3	1264.60

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2012 2.5%
ERT Level 4	1130.50
ERT Level 3	1074.40
ERT Level 2	1022.00
ERT Level 1	972.70

Weekly Rates for Storeperson

Classification	1 January 2012 2.5%
Level 2	958.80
Level 1	899.70

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2012
	2.5%
ERA Level 4	899.70
ERA Level 3	850.90
ERA Level 2	826.80
ERA Level 1	778.30

Weekly Rates for Apprentices

Classification	1 January 2012
4th Year (88%)	856.00
3rd Year (75%)	729.50
2nd Year (60%)	583.60
1st Year (50%)	486.30
plus the relevant proportionate Industry Allowance.	

Table 2 - Allowances

Allowances	1 January 2012
Wet Work	0.58 c p.h.
Confined Spaces	0.72 c p.h.
Height Money	0.37c p.h.
Asbestos	0.76c p.h.
Fibreglass	0.26c p.h.
Chokages	7.45 p.d.
Supervisor Certificate - Electrician	38.90 p.w.
Registration Certificate - Electrician	21.10 p.w.
Plumbers Registration	0.76 c p.h.
Private Motor Vehicle	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 2011 are currently: Engine Capacity - Rate 2601 cc and over 75 cents per km 1601 cc to 2600cc 74 cents per km 1600cc or less 63 Casual rates 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.
Asbestos Eradication	2.00ph
First Aid	15.00pw
Industry Allowance (non Apprenticed full time adult employees)	44.10

Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's and as published in STA policies shall be payable with respect to overnight travel allowance (as at 1 July 2010, rate for Sydney is \$293.35 and Newcastle \$242.85) and meal allowances for one day journeys which as at 1 July 2008 range from \$23.10 - \$44.40.
The overtime meal allowances is currently \$12.50 for the first meal and \$10.70 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.	

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH WALES GOVERNMENT SERVICE SENIOR AND SALARIED OFFICERS' ENTERPRISE (STATE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 18 of 2012)

Before Commissioner Bishop

25 January 2012

AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1 This Award may be cited as the "State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise State Award 2012" ("the Award").

2. Arrangement

- 2.1 This Award is arranged as follows:

PART 1

CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

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

SECTION 1 B - WAGES, ALLOWANCES AND RELATED MATTERS

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11. Industry Allowance
12. Payment Of Wages
13. Salary Sacrifice For Superannuation
14. Expenses
15. Meal Allowance
16. Travelling Allowance
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18. Uniform Allowance

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21. Rights Of Union Delegates

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

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS

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

SECTION 1G - GENERAL

46. Higher Duties For Senior & Salaried Officers
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49. Drug And Alcohol Testing
50. Childcare
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53. Contestability
54. Introduction Of New Technology
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PART 2**CORE CONDITIONS FOR SALARIED OFFICERS**

56. Hours of Duty For Salaried Officers
57. Minimum Payments
58. Spread Of Hours

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

PART 2A

ADMINISTRATIVE STREAM

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

PART 2B

MAINTENANCE STREAM

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

PART 2C

OPERATIONAL SUPPORT STREAM

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

PART 3

SENIOR OFFICER STREAM

- 95. Hours Of Work for Senior Officers
- 96. Span Of Hours
- 97. Overtime & Recall To Duty Provisions For Senior Officers
- 98. Transfers Within The Division
- 99. Performance Agreement Programs
- 100. Increment Increases
- 101. Filling Of Authorised Positions
- 102. Salary Movement Linked To Promotion & Acting In Higher Grade

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

3. Facilitative Provisions

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

Clause No.	Subject Matter
96.	Span of Hours (Senior Officers)
97.	Time Off in Lieu of Overtime (Senior Officers)
56.	Hour of Duty (Salaried Officers)
59.	Overtime (Salaried Officers)
60.	Time Off Between Shifts (Salaried Officers)
42.	Make Up Time

4. Definitions

In this Award:

- 4.1 ADO means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2 IRC means the New South Wales Industrial Relations Commission.
- 4.3 Authorised Position means a permanent full-time or part-time position approved by the employer as such.
- 4.4 Casual Employment has the meaning given that term by virtue of sub-clause 22.10 of this Award.
- 4.5 Continuous Service means continuous employment with the employer under a contract of service excluding any period of:
- (a) unauthorised leave without pay;
 - (b) unpaid sick leave which exceeds three months;

- (c) suspension without pay imposed pursuant to the provisions of the Transport Administration (Staff) Regulation 2005 (NSW); and
 - (d) authorised leave without pay, of any type, which exceeds three months.
- 4.6 Disciplinary Proceedings means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.
- 4.7 Employee means, where that term appears in
- (a) PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer
 - (b) PART 2 of this Award: to all Salaried Officers only;
PART 2A of this Award, to all Salaried Officers who are Administrative Officers only;
PART 2B of this Award: all Salaried Officers employed within the Maintenance areas of the Division only;
PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
 - (c) PART 3 of this Award: to all Senior Officers only.
- 4.8 Employer means the Division Head of the State Transit Authority Division of the New South Wales Government Service.
- 4.9 Division means the State Transit Authority Division of the New South Wales Government Service.
- 4.10 Long Service Leave means Extended Leave granted to eligible officers of the employer in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 4.11 NSW Act means the *Industrial Relations Act 1996* (NSW) or succeeding Act.
- 4.12 Officer means a Salaried or Senior Officer employed by the employer on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13 Parties means the Division Head of the State Transit Authority Division of the New South Wales Government Service, the Australian Services Union, the Rail, Tram and Bus Industry Union (Salaried and Senior Officer Division) and the Association of Professional Engineers, Scientists and Managers of Australia.
- 4.14 Part-Time Employment has the meaning given that term by virtue of sub-clause 22.3 of this Award.
- 4.15 Personal Leave has the meaning given that term by clause 32 of this Award and includes personal sick leave, carers' leave and compassionate/bereavement leave.
- 4.16 Purchased Leave means a form of additional paid leave whereby an employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.
- 4.17 Picnic Day means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.18 Public Holiday means:

- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;
 - (f) Anzac Day;
 - (g) Sovereign's Birthday;
 - (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above
- 4.19 Shift Worker means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20 State Act means the Transport Administration Act 1988 (NSW) or succeeding Act.
- 4.21 Temporary Employment has the meaning given that term by virtue of sub-clause 22.13 of this Award.
- 4.22 Week means:
- (a) for an employee who is a Shift Worker, Sunday to Saturday.
 - (b) for an Employee Who is Not a Shift Worker, Monday to Friday.

5. Parties Bound

- 5.1 This Award shall be binding on the following parties and classes of persons:
- the Division Head of the State Transit Authority Division of the New South Wales Government Service ("the Employer");
- the Australian Rail, Tram and Bus Industry Union, New South Wales;
- the Australian Services Union;
- the Association of Professional Engineers, Scientists and Managers Australia, New South Wales, and;
- all employees of the Division covered by this Award.

6. Relationship to Industrial Instruments

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

the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.

The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.

This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- 8.1 This Award has effect on and from 25 January 2012, and rescinds and replaces the State Transit Authority Division of New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009 published 25 September 2009 (369 I.G. 190).
- 8.2 The Nominal Expiry Date of this Award is 31 December 2014.
- 8.3 The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

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

any conduct or act which is specifically exempted from anti-discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;

a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 9.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1 A 2.5% wage increase will apply to employees covered by this Award from 1 January 2012. A further 2.5% increase will apply from 1 January 2013 and a final increase of 2.5% will apply from 1 January 2014.
- 10.2 The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

11. Industry Allowance

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

12. Payment of Wages

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

13. Salary Sacrifice for Superannuation

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

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

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

- 13.2.2 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 13.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 13.3.1 Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 13.3.2 Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee elects to salary sacrifice in terms of sub-clause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- the *Superannuation Act 1916*;
- the *State Authorities Superannuation Act 1987*;
- the *State Authorities Non-contributory Superannuation Act 1987*; or
- the *First State Superannuation Act 1992*.

the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Expenses

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

15. Meal Allowance

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

Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;

Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;

Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;

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

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

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

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

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

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

16. Travelling Allowance

- 16.1 An employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the NSW Premiers' Department.
- 16.2 The need to obtain overnight accommodation shall be determined by the employee's manager having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 16.3 As an alternative to the provisions, the employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an employee who is required to work at a temporary work location.
- 16.4 This clause does not apply to employees who are on an employee-initiated secondment.

17. Relocation Allowance

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

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

18. Uniform Allowance

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

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

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

20. Dispute Settlement Procedures

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

Step 1

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

Step 2

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

Step 3

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

Disputes which are not local in nature

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

Step 4

If, following action under Steps 1 through 3 or sub-clause (Disputes not local in nature) a dispute remains unresolved, the employee their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Division Head) for a further attempt at resolution between the parties.

Step 5

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

Step 6 - Referral to the IRC

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

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

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

21. Rights of Union Delegates

- 21.1 For the purposes of:

ensuring compliance by the parties with the terms of this Award; and

facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:

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

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

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

22.2 See Clauses 57 and 97 for the prescribed ordinary hours.

Part-Time Employees

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

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

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

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

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

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

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

Casual Employees

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

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

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

Temporary Employees

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

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

23. Temporary Appointments

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

24. Managing Excess Employees

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

25. Managing. Sick Leave Related Absences

- 25.1 The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:

Salaried Operational Officers - 9 days per year

Salaried Administration Officers - 6 days per year

Senior Officers - 6 days per year

- 25.2 The strategies to be implemented will include, but are not limited to, the following:

25.2.1 a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;

25.2.2 payment of sick leave being provisional on an employee:

- (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
- (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
- (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
- (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;

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

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

25.7 Absence Management Program Step 2 - Placement on a Program

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

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

25.8 Absence Management Program - Step 3

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

25.9 Continuous Review

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

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

26. Commitment to Business Reforms

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

26.1.1 Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney and Newcastle;

26.1.2 Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:

Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;

Introduction of an integrated human resource information and payroll system;

Use of E-Recruitment;

Introduction of On Line Ordering for Ticketing;

Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;

26.1.3 Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.

26.2 Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.

26.3 The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.

26.4 The parties acknowledge that:

26.4.1 Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;

26.4.2 Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and

26.4.3 There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. E-Recruitment

27.1 The parties to this Award agree:

27.1.1 to the full implementation of the systems, policies and standardised practices required to maximise the full range of benefits available under the e-recruitment system now and into the future;

27.1.2 to fully support the business process re-engineering to implement system, policy, operational and, if required, regulatory changes as required, to extract full benefit from the e-recruitment system;

27.1.3 the Employer may utilise a centralised e-recruitment system such as provided by the Public Sector Workforce Office, in respect to those positions and classifications covered under this Award;

27.1.4 that the benefits of 27.1.1 to 27.1.3 above may include, but are not limited to:

the introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities within State Transit;

the use of online self service function for job application, interview booking, and ability testing;

online viewing of applications by the Selection Panels and use of web-based functions for the culling and selection process;

introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;

enhanced promotion of employment within State Transit and the NSW Government sector generally;

introduction of applicant tracking and recruitment process management;

collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists within the life of this Award.

28. Use of Eligibility Lists

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

29. Online Employee Self Service

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

30. Employee Discipline

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

31. Abandonment of Employment

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

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

32.1 Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.

32.2 Paid personal leave will be available to an employee when they are absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)

32.3 All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.

32.4 This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.

32.5 For the purpose of this clause:

Immediate Family means:

Spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the employee, or

A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person or on a bona fide domestic basis although not legally married to that person; or

Child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Year means:

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

Current Paid Sick Leave means:

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

Accumulated Paid Sick Leave means:

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

Paid Sick Leave

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

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

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum.

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

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum

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

32.8 Sick leave not used in any year shall accumulate.

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

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

Carer's Leave

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

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

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

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

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

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

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

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

32.17.1 the employer may require an employee to provide a medical certificate to support the application for carer's leave where:

the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or

the employee has exhausted all paid carer's leave; or

the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or

the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.

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

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

Compassionate/Bereavement Leave

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

33. Annual Leave

- 33.1 For the purposes of this clause:

Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.

Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

- 33.2 Annual leave shall be allowed as provided by the *Annual Holidays Act 1944* (NSW).

- 33.3 Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:

33.3.1 non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.

33.3.2 shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.

- 33.4 The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one months notice of the date on which annual leave is to commence and the period to be cleared.
- 33.5 Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 33.6 Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 33.7 The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.
- 33.8 The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employer to clear such leave.

34. Long Service Leave

- 34.1 Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.

- 34.2 Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 34.3 Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 34.4 The employer may deduct from any moneys payable under 34.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

35. Flexible Use of Long Service Leave

- 35.1 An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 35.2 An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 35.3 Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.
- 35.4 The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

36. Parental Leave

- 36.1 Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 36.2 For the purposes of this clause 'child' means:
- a child of the employee under the age of one; or
- in the case of adoption: a child under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who had previously continuously lived with the employee for a period of six months or more.
- 36.3 Maternity Leave shall apply to a pregnant employee (other than a casual employee) before and after the expected date of birth. Subject to this clause and the employer's policy, the employee may be granted maternity leave as follows:
- For a period up to 9 weeks prior to the expected date of birth; and
- For a period of up to 12 months after the actual date of birth.
- 36.4 Adoption Leave shall apply to an employee (other than a casual employee) who is adopting a child and who will be the primary carer to the child. Subject to this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.
- 36.5 Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female employee (who is not a casual employee) who will be the primary carer for his/her child. Subject to this clause and the employer's policy, the employee may be granted other parent leave for a period of up to 12 months. Other parent leave is unpaid, except where taken in conjunction with paid leave such as annual or long service leave.

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

for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;

for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

36.7 An employee taking maternity leave or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the employee:

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

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

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

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

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

in a lump sum payment at the commencement of maternity or adoption leave; or

as full pay on a fortnightly basis while on maternity or adoption leave; or

as half pay on a fortnightly basis while on maternity or adoption leave; or
a combination of full pay and half pay while on maternity or adoption leave.

36.10 Maternity Or Adoption Leave Shall be Taken in One Unbroken Period and Shall Not be Extended By Any Period of Public Or Other Holidays that Occur During the Period of the Paid Maternity Or Adoption Leave.

Access to other forms of leave

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

36.12 The accrued annual leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

36.13 The accrued long service leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

as half pay while on parental leave, provided it does not break up the unpaid parental leave period.

a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

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

Right to request

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

extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;

return from a period of full time parental leave on a part time basis or on a job share arrangement;

to assist the employee in reconciling work and parental responsibilities.

36.16 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.

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

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

Notification Requirements

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

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

36.20.1 For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,

36.20.2 For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and

36.20.3 A statutory declaration stating:

the period of leave sought is so that the employee can be the primary caregiver to the child,

detail any particulars of any period of parental leave sought or taken by their spouse,

that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and

36.20.4 A written notification of:

the period the employee proposes to take parental leave,

if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,

if she/he is likely to make a request to return to work on a part-time or job-share arrangement

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

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

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

Variation of Parental Leave

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

Return to work after a period of Parental leave

36.25 An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. In the case of an employee transferred to a safe job pursuant to sub-clause 36.30 the employee will be entitled to return to the position they held immediately before such transfer.

36.26 An employee who returns to work after an extension of parental leave beyond the 12 months may be treated as an Excess Officer and will be subject to the employer's Excess Officer Policy.

36.27 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, the employee will return as an Excess Officer and will be subject to the employer's Excess Officer Policy.

Communication during Parental leave

36.28 The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

36.29 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

Health and safety of pregnant employees

36.30 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.

36.31 If such adjustments cannot reasonably be made, the employee may elect, or the employer may require the employee to commence maternity leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born which ever is the earlier.

36.32 Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

37. Purchased Leave for Personal Or Family Reasons

- 37.1 The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 37.2 The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 37.3 Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 37.4 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 37.5 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 37.6 The additional leave purchased under this scheme will not attract leave loading.
- 37.7 Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 37.8 Employees will retain their employee pass and other privilege passes.
- 37.9 Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 37.10 Employees are required to re-apply annually if they wish to participate in the scheme.
- 37.11 Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

38. Picnic Day

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

- 38.5 An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

39. Public Holidays

- 39.1 Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 39.2 Subject to sub-clause 39.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 39.3 Subject to sub-clause 39.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 39.4 Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.
- 39.5 For Salaried Officers:
- 39.5.1 Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.
- 39.6 For Senior Officers:
- 39.6.1 All Public Holidays not taken as a Public Holiday by Senior Officers are to be paid out when they occur.

40. Concessional Day

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

41. Capping of Additional Days Off (ADOs)

- 41.1 Subject to subclause 41.2, officers, other than officers required to perform shift work, may clear ADOs as one whole day or as two half-days.
- 41.2 Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOs (inclusive of half ADOs).
- 41.3 Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOs.
- 41.4 Subject to sub-clause 41.5, failure to clear ADOs will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOs.
- 41.5 Where the failure to clear an ADO (in excess of five accumulated ADOs) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS**42. Make Up Time**

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

43. Job Sharing

- 43.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one job.
- 43.2 The terms and conditions of job sharing are listed below and also subject to the employer policy.
- 43.3 Job sharing will be entered into by agreement between the employer and employees concerned. The employer and the job sharers shall agree on the allocation of duties between the job sharers.
- 43.4 The hours of work shall be fixed in accordance with the conditions of part time employment.
- 43.5 In the absence of a job sharer, the remaining job sharer(s) may be required to relieve the absent job share provided the remaining job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 43.6 A job sharer may, by agreement, work more than their regular number of hours and be paid at their ordinary hourly rate.
- 43.7 Job sharers shall have access to all provisions of this Award pertaining to their classification. Job sharers shall receive pro rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 43.8 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 43.9 In the event of a job sharer vacating the job, the employer will review the job and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

44. Career Break

- 44.1 A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 44.2 The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 44.3 The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 44.4 An employee must provide three months notice of a request to take a career break.
- 44.5 Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 44.6 Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.

- 44.7 At the commencement of the career break, employees must return their employee travel pass.
- 44.8 At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 44.9 Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 44.10 Employees clearing greater than 12 months leave will be treated as an Excess Officer and will be subject to the employer's Excess Officer Policy.
- 44.11 Applications for career breaks will be approved at the employer's discretion.

45. Working from Home

- 45.1 An employee can work from home with the approval of the local manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 45.2 Employees will not be entitled to work from home for more than two days in any working week unless otherwise authorised by the General Manager responsible for the area.
- 45.3 Approval to work from home will not be authorised if the employee does not have suitable resources in their home. The employer may at its discretion, assist in providing such resources.
- 45.4 For ongoing and regular working from home arrangements, an OHS report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the employee being approved to work from home.
- 45.5 If required by the manager, an employee who works from home must submit work completed at home to be sighted and signed off by the Manager.
- 45.6 The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

SECTION 1G - GENERAL

46. Higher Duties for Senior & Salaried Officers

Salaried Officers in Higher Grade Positions

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

Senior Officers in Higher Grade Positions

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

Note: see also clause 102 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

- 46.3 In the case of Salaried and Senior Officers required to relieve in a higher-grade position, the conditions applicable to the higher-grade position undertaken shall be taken to apply for the period of the relief.

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

47. Employee Travel Passes

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

48. OHS Training

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

49. Drug and Alcohol Testing

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

50. Childcare

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

51. Quality Certification

- 51.1 The Employer has developed a Business Management System (BMS) to assist control and manage standardised work practices at all levels. The BMS has been modelled on the requirements of ISO 9001:2008 and the intention is to maintain certification for the employer.
- 51.2 The objective of the BMS is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 51.3 Parties to this Award will work together to maintain ISO 9001:2008 certification.

52. Restructure of the Maintenance Division

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

53. Contestability

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

54. Introduction of New Technology

- 54.1 Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.
- 54.2 The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.
- 54.3 Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.
- 54.4 By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

55. Job Evaluation Review Process

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

PART 2

CORE CONDITIONS FOR SALARIED OFFICERS

56. Hours of Duty for Salaried Officers

- 56.1 Except as provided for in sub-clauses 56.2 and 56.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 56.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 56.3 Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 56.4 Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 56.5 The span of hours shall be 8.30am to 5.30pm. The employer may alter the span of hours where required.
- 56.6 The times in which the ordinary hours shall be worked may be altered by agreement between the employer and the employee.
- 56.7 As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 56.8 As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.
- 56.9 In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

57. Minimum Payments

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

58. Spread of Hours

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

59. Overtime

- 59.1 Except as provided for in sub-clause 59.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.

- 59.2 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 59.3 In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 59.4 Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.
- 59.5 For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- 59.6 Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 59.7 Payment for overtime shall be made at the following rates:
- 59.7.1 Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.
- 59.7.2 Except as provided for in sub-clause 59.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.
- 59.7.3 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 59.7.4 Except as provided for in subclause 59.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.
- 59.7.5 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 59.2, time worked in excess of 11 hours in any one shift - double time.
- 59.7.6 Except as provided for in sub-clause 59.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.7 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 59.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.8 Except as provided in sub-clause 59.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.
- 59.7.9 Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 59.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 59.8 Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.

- 59.9 The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

60. Time Off in Lieu of Payment for Overtime

- 60.1 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.
- 60.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 60.3 The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 60.4 The employer shall record time off in lieu arrangements for each occasion this provision is used.

61. Sunday Time

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

62. Saturday Time

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

63. Shift Work Allowance

- 63.1 Definitions for the purpose of this clause are:
- 63.1.1 Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
- 63.1.2 Night Shift means a shift which commences at or between 6.00pm and 3.59am.
- 63.1.3 Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.
- 63.2 Shift Work Allowances
- 63.2.1 For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.
- 63.2.2 Other officers shall be paid half the allowance herein prescribed for the same time on duty.

63.2.3 In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.

63.2.4 In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.

63.2.5 Other officers shall be paid half the loading herein prescribed for the same turn of duty.

64. Time Off Between Shifts

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

65. Rostered Day Off

65.1 An officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.

65.2 When an employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.

65.3 Any employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.

65.4 This clause shall not operate in the cases of employees attending for any re-examinations.

66. Excess Travelling Time

66.1 Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.

66.1.1 Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.

66.1.2 In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.

66.2 Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.

66.3 For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.

66.4 Ordinary rates for the purposes of sub-clause 66.1, means the rates paid for the work on which the employee is engaged for the day.

66.5 When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.

66.6 The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.

- 66.7 Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.
- 66.8 Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.
- 66.9 Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

67. Change of Usual Workplace

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

68. Increment Increases

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

69. Termination of Employment

Notice of termination by employer

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

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

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

Notice of termination by an employee

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

Time off during notice period

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

70. Salary Rates

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

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

- 70.3 Salaried Officers

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

71. Classification Structure

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

PART 2A**ADMINISTRATIVE STREAM****72. Direct Appointment**

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

73. Filling of Authorised Positions

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

74. Traineeships

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

PART 2B**MAINTENANCE STREAM****75. Filling of Authorised Positions**

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

76. Flexibility

- 76.1 In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 76.2 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.

77. Master Roster Changes

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

PART 2C**OPERATIONAL SUPPORT STREAM****78. Revenue Rooms**

- 78.1 To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:

Change note fold, if necessary.

Rectify faults as required.

Rebooting computers and saving information.

Issue of lost property.

- 78.2 Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

79. Pass Issue

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

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

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

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

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

82. Performance Assessment of Bus Operators

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

83. Minor Bus Repairs

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

84. Bus Operations

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

85. Handover Period

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

86. Revenue Protection Unit

- 86.1 Revenue Protection Officers and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot.

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

87. Fatigue Management

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

88. Duty Officer (Night) Relief

- 88.1 All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 88.2 There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 92.31 to 92.44 inclusive, of this Award).

89. Newcastle Revenue Protection Function

- 89.1 The management of Newcastle Bus and Ferries, and the Head of Revenue Protection of the employer shall determine the overall direction of Newcastle revenue protection functions, subject to the policies of the employer, and the delegated authority.
- 89.2 The operation of Newcastle revenue protection day-to-day activities shall be managed by Newcastle Bus and Ferries management.
- 89.3 The relief pool for Newcastle revenue protection operations shall be two employees who are suitably qualified to act up and perform revenue protection activities. Such employees shall revert to substantive positions at the conclusion of the relief work. The employees shall be drawn exclusively from Newcastle Bus and Ferry operations.

90. Network Control Centre Qualification Training

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

91. Operational Support Review

- 91.1 The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.

91.2 Such review is to incorporate, but not be limited to the following:

Training & development requirements.

Competency based structure.

Career Development and succession.

Capacity to cross and multi-skill all Employees.

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

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

92.2 Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

92.3 In the construction and maintenance of rosters, management will consult with employees.

92.4 When consulting with employees, the following issues should be considered:

Occupational, Health & Safety.

Carer's responsibilities.

Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

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

INTRODUCTION OF MASTER ROSTERS

92.6 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

92.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

92.7.1 On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

92.7.2 On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

92.7.3 The roster is to be displayed on the Tuesday prior to introduction.

92.8 Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RTA regulations.

PERIOD ROSTERS

- 92.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 92.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 92.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.
- 92.12 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 92.13 Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 92.14 Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 92.15 When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 92.16 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 92.17 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 92.18 Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:
- 92.18.1 When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 92.18.2 When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.
- 92.18.3 Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.

- 92.18.4 Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 92.18.5 If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 92.19 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 92.20 Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 92.21 If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 92.22 Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 92.23 Employees will only work overtime when they have been properly authorised to do so.
- 92.24 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 92.25 Employees will have a ten hour break between shifts.
- 92.26 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

- 92.27 Employees on loan to other depots will be provided with secure facilities for personal items.

REDUCTIONS IN LINES OF WORK

- 92.28 Affected employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

- 92.29 When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 92.30 When a line of work becomes vacant the employer will:
- 92.30.1 Make a decision about how the position is to be filled.
- 92.30.2 If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 92.30.3 If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

- 92.31 When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.
- 92.32 When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

- 92.32 If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.
- 92.33 If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

93. Network Control Centre Roster Principles

- 93.1 These principles only apply to those employees that are classified, or acting, as Network Control Centre Senior Operators or Operators and will be rostered 152 ordinary hours in a four-week cycle.
- 93.2 Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

- 93.3 In the construction and maintenance of rosters, management will consult with employees.
- 93.4 When consulting with employees, the following issues should be considered
- Occupational, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 93.5 A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

- 93.6 In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.
- 93.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 93.7.1 On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
 - 93.7.2 On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
 - 93.7.3 The roster is to be displayed on the Tuesday prior to introduction.

- 93.8 Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

- 93.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 93.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 93.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.
- 93.12 When constructing the period roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Network Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Network Controller, and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.
- 93.13 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 93.14 Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 93.15 Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 93.16 When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 93.17 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 93.18 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 93.19 Where the employer makes a decision to fill a vacant Senior Network Controller or Network Control Centre Operator shift, the following procedures will apply:
- 93.19.1 When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven

calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:

93.19.2 When the vacant shift is to be DOC'd into the Network Control Centre Period Roster, it will be offered to the Supervisor or Operator in the order of least amount of offered DOC's for the current financial year.

93.19.3 Should there be no Network Control Centre Operator or Senior Network Controller rostered off on the day and the employer determine that the shift must be covered, overtime can be offered to Network Control Centre Operators or Senior Network Controller to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

93.20 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

93.21 Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.

93.21 If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

93.22 Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

93.24 Employees will only work overtime when they have been properly authorised to do so.

93.25 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

93.26 Employees will have a ten hour break between shifts.

93.27 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

93.28 Employees on loan to the Network Control Centre will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

93.29 Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

93.30 When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

93.31 When a vacant line of work becomes vacant the employer will:

93.31.1 Make a decision about how the position is to be filled.

- 93.31.2 If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 93.31.3 If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

94. Revenue Protection Unit Roster Principles

- 94.1 These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.
- 94.2 Employees will be rostered one ADO in each four week roster cycle.

CONSULTATION

- 94.3 In the construction and maintenance of rosters management will consult with employees.
- 94.4 When consulting with employees the following issues should be considered:
- Occupation, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 94.5 A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

- 94.6 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.
- 94.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 94.7.1 On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
 - 94.7.2 On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
 - 94.7.3 The roster is to be displayed on the Tuesday prior to introduction.
- 94.8 Rosters will be worked where they comply with all relevant policies and industrial instruments.

PERIOD ROSTERS

- 94.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.

- 94.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 94.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.
- 94.12 When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.
- 94.13 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 94.14 Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 94.15 Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 94.16 In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.
- 94.17 When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 94.18 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 94.19 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 94.20 Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:
- 94.20.1 Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.
- 94.20.2 When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.
- 94.20.3 Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift

providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

- 94.21 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 94.22 Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.
- 94.23 If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 94.24 Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 94.25 Employees will only work overtime when they have been properly authorised to do so.
- 94.26 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 94.27 Employees will have a ten hour break between shifts.
- 94.28 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

REDUCTIONS IN LINES OF WORK

- 94.29 Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

- 94.30 When a line of work becomes vacant, if there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 94.31 When a line of work becomes vacant the employer will:
- 94.31.1 Make a decision about how the position is to be filled,
 - 94.31.2 If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
 - 94.31.3 If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3 - SENIOR OFFICER STREAM

95. Hours of Work for Senior Officers

- 95.1 The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 95.2 Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 95.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other

working days, such hours to be arranged within shift limits specified in 95.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

96. Span of Hours

- 96.1 The hours of duty specified in clause 95 shall, as far as practicable, be worked between 8.30 a.m. and 5.30 p.m. but where the requirements of the service call for work during other periods, such periods may be fixed by the employer, provided that the times between which the ordinary hours shall be worked may be altered by agreement between the employer and the union.

97. Overtime & Recall to Duty Provisions for Senior Officers

Overtime

- 97.1 Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 97.2.
- 97.2 Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.
- 97.3 When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

- 97.4 A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 97.5 Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

Time off in lieu

- 97.6 Where overtime is payable to a Senior Officer, and where the relevant General Manager agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 97.7 Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 97.8 The employer shall record time off in lieu arrangements for each time this provision is used.

98. Transfers Within the Division

- 98.1 Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

99. Performance Agreement Programs

- 99.1 Increment increases for all Senior Officers will be subject to satisfactory performance.
- 99.2 The General Manager, Human Resources, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:

being cyclical;

Incorporating a progress review process to operate during the overall cycle;

including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;

providing, as far as is possible, objectively measurable performance indicators;

including provisions for revising goals and objectives in the light of changed circumstances

- 99.3 The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.
- 99.4 The General Manager, Human Resources will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 99.5 During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

100. Increment Increases

- 100.1 A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 99.
- 100.2 If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant General Manager may make application to the General Manager, Human Resources to withhold a due increment. All cases must be fully documented with supporting reasons.
- 100.3 If an employee's performance has been exceptional over the 12-month increment period subject to clause 99, the Manager, in consultation with the Area General Manager may make application to the General Manager, Human Resources to grant a two-step increment. All cases must be fully documented with supporting reasons.

101. Filling of Authorised Positions

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

102. Salary Movement Linked to Promotion & Acting in Higher Grade

- 102.1 Where an employee is promoted, or acts in a higher graded position, the employee will receive either:
- 102.1.1 The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or
- 102.1.2 Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.
- 102.2 The employer may offer a salary greater than that provided in sub-clauses 102.1.1 and 102.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General

Managers, including the General Manager, Human Resources agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

102.3 The experience, ability and qualifications of the employee warrant a salary higher than that applying in sub-clauses 102.1.1 and 102.1.2, or

102.4 The employee's current rate of pay is already close to, or above, that provided in subclauses 102.1.1 and 102.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A - SENIOR OFFICERS' PAY RATES

Includes 2.5% increase applied 1 January 2012

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	75,392	78,017	80,828	83,971	87,619
B	86,799	89,661	92,760	96,152	99,830
C	96,788	99,958	103,415	107,065	111,018
D	107,539	111,062	114,838	119,130	123,776
E	118,297	122,229	126,759	131,685	137,125
F	131,356	135,722	140,584	145,906	151,842
G	143,491	148,554	154,102	159,934	166,396

Includes 2.5% increase applied 1 January 2013

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	77,277	79,967	82,849	86,070	89,809
B	88,969	91,903	95,079	98,556	102,326
C	99,208	102,457	106,000	109,742	113,793
D	110,227	113,839	117,709	122,108	126,870
E	121,254	125,285	129,928	134,977	140,553
F	134,640	139,115	144,099	149,554	155,638
G	147,078	152,268	157,955	163,932	170,556

Includes 2.5% increase applied 1 January 2014

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	79,209	81,966	84,920	88,222	92,054
B	91,193	94,201	97,456	101,020	104,884
C	101,688	105,018	108,650	112,486	116,638
D	112,983	116,685	120,652	125,161	130,042
E	124,285	128,417	133,176	138,351	144,067
F	138,006	142,593	147,701	153,293	159,529
G	150,755	156,075	161,904	168,030	174,820

These rates do not include the Industry Allowance

SCHEDULE B

SALARIED OFFICERS' PAY RATES

Clerk Grade 1	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	39,899	40,896	41,918
2nd year	41,656	42,697	43,764
3rd year	43,036	44,112	45,215
4th year	44,809	45,929	47,077

5th year	46,002	47,152	48,331
6th year	47,381	48,566	49,780

Clerk Grade 2	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	48,051	49,252	50,483
2nd year	48,721	49,939	51,187

Clerk Grade 3	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	49,576	50,815	52,085
2nd year	50,787	52,057	53,358
3rd year	51,615	52,905	54,228

Clerk Grade 4	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	52,638	53,954	55,303
2nd year	54,000	55,350	56,734
3rd year	55,465	56,852	58,273

Clerk Grade 5	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	56,650	58,066	59,518
2nd year	58,864	60,336	61,844
3rd year	60,678	62,195	63,750

Clerk Grade 6	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	61,874	63,421	65,007
2nd year	63,585	65,175	66,804
3rd year	65,985	67,635	69,326

Clerk Grade Special	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	67,172	68,851	70,572
2nd year	70,725	72,493	74,305
3rd year	74,316	76,174	78,078

These rates do not include the Industry Allowance

SCHEDULE C

ALLOWANCES

Item	Description	1-Jan-2012 \$	1-Jan-2013 \$	1-Jan-2014 \$
1	Shift Work Allowance			
	Afternoon Shift	3.15	3.23	3.31
	Night Shift	3.66	3.75	3.84
	Early Morning Shift	3.15	3.23	3.31
2	Shift Work Loading	2.41	2.47	2.53
3	Industry Allowance	2,291	2,348	2,407

4	Uniform Allowance			
	Complimentary Initial Issue:	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 Hat 1 Rain set		
	Annual uniform allowance (paid on an annual or six monthly basis) is equivalent to the cost of purchasing:	2 trousers 3 shirts 1 jacket		
	Note: Personal Protective Equipments (PPE) is subject to State Transit Fair Wear and Tear policy			

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH
WALES GOVERNMENT SERVICE SENIOR AND SALARIED
OFFICERS' ENTERPRISE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 259 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1. This Award may be cited as the "State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise State Award 2012" ("the Award").

2. Arrangement

- 2.1. This Award is arranged as follows:

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF
AWARD

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

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MATTERS

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11.	Industry Allowance
12.	Payment Of Wages
13.	Salary Sacrifice For Superannuation
14.	Expenses
15.	Meal Allowance
16.	Travelling Allowance
17.	Relocation Allowance
18.	Uniform Allowance

**SECTION 1C - COMMUNICATION AND DISPUTE
RESOLUTION**

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

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

SECTION 1E - LEAVE

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

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS

42. Make Up Time
43. Job Sharing
44. Career Break
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Schedule A - Senior Officers' Pay rates
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 Schedule C - Allowances

3. Facilitative Provisions

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

Clause No.	Subject Matter
96	Span of Hours (Senior Officers)
97	Time Off in Lieu of Overtime (Senior Officers)
56	Hour of Duty (Salaried Officers)
59	Overtime (Salaried Officers)
60	Time Off Between Shifts (Salaried Officers)
42	Make Up Time

4. Definitions

In this Award:

- 4.1. ADO means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2. IRC means the New South Wales Industrial Relations Commission.
- 4.3. Authorised Position means a permanent full-time or part-time position approved by the employer as such.
- 4.4. Casual Employment has the meaning given that term by virtue of sub-clause 22.10 of this Award.
- 4.5. Continuous Service means continuous employment with the employer under a contract of service excluding any period of:
- unauthorised leave without pay;
 - unpaid sick leave which exceeds three months;
 - suspension without pay imposed pursuant to the provisions of the Transport Administration (Staff) Regulation 2005 (NSW); and
 - authorised leave without pay, of any type, which exceeds three months.
- 4.6. Disciplinary Proceedings means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.
- 4.7. Employee means, where that term appears in
- PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer

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

- (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above
- 4.19. Shift Worker means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20. State Act means the *Transport Administration Act 1988 (NSW)* or succeeding Act.
- 4.21. Temporary Employment has the meaning given that term by virtue of subclause 22.13 of this Award.
- 4.22. Week means:
- (a) for an employee who is a Shift Worker, Sunday to Saturday.
 - (b) for an employee who is not a Shift Worker, Monday to Friday.

5. Parties Bound

- 5.1. This Award shall be binding on the following parties and classes of persons:

the Division Head of the State Transit Authority Division of the New South Wales Government Service ("the Employer");

the Australian Rail, Tram and Bus Industry Union, New South Wales;

the Australian Services Union;

the Association of Professional Engineers, Scientists and Managers Australia, New South Wales, and;

all employees of the Division covered by this Award.

6. Relationship to Industrial Instruments

- 6.1. This Award wholly supersedes and replaces the following instruments:

the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;

the State Transit Authority of New South Wales, Salaried Officers' Award 2001;

the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.

The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.

This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

- 6.2. In recognition of the fact that former awards and agreements are incorporated by consolidation into this Award, the parties acknowledge that if any provisions of the former awards and agreements containing a right or liability were not included in this Award, the parties will confer and if necessary make

application to vary this Award in accordance with the requirements of the Industrial Relations Act 1996 (NSW).

7. No Extra Claims

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

8. Area, Incidence and Duration

- 8.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 April 2012.
- 8.2. The Nominal Expiry Date of this Award is 31 December 2014.
- 8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

- 9.1. It is the intention of the parties to this Award to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
 - any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

- 9.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1. A 2.5% wage increase will apply to employees covered by this Award from 1 January 2012. A further 2.5% increase will apply from 1 January 2013 and a final increase of 2.5% will apply from 1 January 2014.
- 10.2. The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

11. Industry Allowance

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

12. Payment of Wages

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

13. Salary Sacrifice for Superannuation

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

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

- 13.2. Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 13.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 13.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 13.3. The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 13.3.1. Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or

- 13.3.2. Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4. Where an employee elects to salary sacrifice in terms of sub-clause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 13.5. Where the employee is a member of a superannuation scheme established under:
- the *Superannuation Act 1916*;
 - the *State Authorities Superannuation Act 1987*;
 - the *State Authorities Non-contributory Superannuation Act 1987*; or
 - the *First State Superannuation Act 1992*.
- the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6. Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Expenses

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

15. Meal Allowance

- 15.1. An employee who is authorised by their manager to undertake a one-day journey on official business where overnight accommodation is not required shall be paid the appropriate rate of allowance set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the Premiers Department, for:
- Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;
 - Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;
 - Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;
- but an employee shall not be deemed to have incurred expenses for any meal or a bed provided free of charge by the employer.

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

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

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

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

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

16. Travelling Allowance

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

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

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

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

17. Relocation Allowance

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

17.2. In the case of an employee who is transferred to suit their own convenience, or by way of disciplinary action, the employee, their partner and family will be eligible for free rail travel and free transit for their furniture, but no other travel allowances will be allowed.

17.3. Applications for Relocation Allowance must be made in advance and be approved at the discretion of the General Manager, Human Resources.

18. Uniform Allowance

18.1. Operational Salaried Officers are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.

18.2. All Operational Salaried Officers, including new employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.

- 18.3 Subsequent to the initial issue, Operational Salaried Officers will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit uniform from approved supplier(s).
- 18.4 Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.
- 18.5 In extraordinary circumstances where the uniform worn by Operational Salaried Officers is damaged in the course of duty, the officer may apply for a replacement of the damaged items.

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

- 19.1. Consultation provides for participation by employer, employees and Unions in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 19.2. Consultation is aimed at getting individuals or groups and unions party to this Award, to suggest or respond to proposals for policy formulation, productivity improvements or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 19.3. The parties agree to consult over the life of the Award on matters that will result in restructuring, major policy changes, implementation of job losses, multi-skilling of tasks or the re-organisation of tasks directly affecting employees covered by this Award.
- 19.4. Specifically, where significant changes which may impact on work practices, changes to establishment levels or organisational structures are proposed, the employer will provide employees and unions party to this Award, with details regarding:

the areas, units and locations likely to be affected; and

the positions likely to be affected, including any likely impact on staffing levels.
- 19.5. Upon receipt of this information, employees and/or their representatives, including unions party to this Award, will discuss with the employer the best method of introducing the proposed changes including any impact on individual gradings.
- 19.6. Any grievances raised by employees and or their representatives will be progressed in accordance with the provisions of the Disputes Settling Procedure at clause 20.

20. Dispute Settlement Procedures

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

Step 1

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

Step 2

If the grievance cannot be resolved as provided for in Step 1 the employee and or their representative or local delegate is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature

of the dispute. The Depot/Unit Manager will discuss the matter with the employee and or their representative, and local union delegate as soon as practicable.

Step 3

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

Disputes which are not local in nature

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

Step 4

If, following action under Steps 1 through 3 or sub-clause (Disputes not local in nature) a dispute remains unresolved, the employee their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Division Head) for a further attempt at resolution between the parties.

Step 5

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

Step 6 - Referral to the IRC

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

- 20.2. The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between the employer and the employee or union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.
- 20.3. Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause that is not further referred by either the employer, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 20.4. Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 20.5. While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.

- 20.6. The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

21. Rights of Union Delegates

- 21.1. For the purposes of:

ensuring compliance by the parties with the terms of this Award; and

facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:

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

SECTION 1D - EMPLOYMENT RELATIONSHIP

22. Types of Employment

Full-Time Employees

- 22.1. A full-time employee is an employee other than a casual or part-time employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.
- 22.2. See Clauses 57 and 97 for the prescribed ordinary hours.

Part-Time Employees

- 22.3. A part-time employee is one employed to work fewer ordinary hours than the ordinary hours worked by a full-time employee performing duties of the same classification and grade.
- 22.4. The number of hours worked shall not be less than three hours per day.

- 22.5. The work arrangement shall be subject to a Part-Time Work Agreement between the employer and the employee, which includes but is not limited to the numbers of hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the employer and the employee from time to time.
- 22.6. Except in cases of exceptional circumstances, part-time employees shall not be required to work beyond their rostered hours.
- 22.7. Where an employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the employee.
- 22.8. Where a part-time employee agrees to work beyond their rostered hours they will be entitled to payment applicable to a full time employee of the same classification and grade. Overtime rates shall not be payable for hours worked which would be ordinary hours for a full-time employee of the same classification and grade.
- 22.9. A part-time employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other award benefits as those provided for full-time employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the part-time employee will receive entitlements specified in the relevant clauses of this Award.

Casual Employees

- 22.10. A casual employee is engaged to work on an hourly or daily basis.
- 22.11. Where staff shortages are of a short duration, casual employees may be employed to cover such absences. Such employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.
- 22.12. A casual employee shall be notified at the end of the day if their services are not required on the next working day.

Temporary Employees

- 22.13. A temporary employee is an employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.
- 22.14. A temporary employee shall be entitled to the same salary and conditions as permanent employees in the same classification, unless otherwise prescribed by this Award.

23. Temporary Appointments

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

24. Managing Excess Employees

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

25. Managing Sick Leave Related Absences

- 25.1. The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:

Salaried Operational Officers - 9 days per year

Salaried Administration Officers - 6 days per year

Senior Officers - 6 days per year

- 25.2. The strategies to be implemented will include, but are not limited to, the following:

25.2.1. a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;

25.2.2. payment of sick leave being provisional on an employee:

- (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
- (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
- (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
- (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;
- (e) employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
- (f) a requirement that any employee on long term sick leave may be required by the employer to participate in a return to work program.

- 25.3. For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

25.3.1. failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;

- 25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the employee was under an obligation to do so;
- 25.4. The following are provided as examples of attendance patterns which would require review by management and which may result in an employee being placed on an absence management program:
- 25.4.1. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- 25.4.2. high number of one to two day unplanned absences, particularly for different reasons;
- (a) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, public holidays or annual leave;
- (b) unplanned absence on a day which an employee sought as a day off, but which was not approved;
- (c) unplanned absences on special events;
- (d) four or more absences (particularly single day absences), in a four-month period.
- 25.5. The parties agree that in order to give full effect to the provisions of this clause that:
- 25.5.1. Subject to provisions to clause 19 - Communication and Consultation, the employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- 25.5.2. Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in sick leave; and
- 25.5.3. The unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average sick leave levels.
- 25.6. Absence Management Program Step 1 - Preliminary Discussion
- 25.6.1. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- 25.6.2. If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.
- 25.7. Absence Management Program Step 2 - Placement on a Program
- 25.7.1. Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:
- (a) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (b) regular review meetings between the manager and employee as required;

- (c) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (d) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

25.8. Absence Management Program - Step 3

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

25.9. Continuous Review

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

26. Commitment to Business Reforms

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

- 26.1.1. Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney and Newcastle;
- 26.1.2. Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:
- Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;
 - Introduction of an integrated human resource information and payroll system;
 - Use of E-Recruitment;
 - Introduction of On Line Ordering for Ticketing;
 - Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;
- 26.1.3. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.

- 26.2. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.3. The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.
- 26.4. The parties acknowledge that:
- 26.4.1. Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
 - 26.4.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and
 - 26.4.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. E-Recruitment

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

28. Use of Eligibility Lists

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

29. Online Employee Self Service

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

30. Employee Discipline

- 30.1. Where an employee is the subject of a preliminary investigation by the employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an employee, the employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:
- 30.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and

- 30.1.2. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the employer will advise the affected employee in writing:
- 30.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
 - 30.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;
 - 30.1.2.3 of the time period in which the employer reasonably expects to complete the preliminary investigation or proceedings.

31. Abandonment of Employment

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

SECTION 1E - LEAVE

32. Personal Leave

- 32.1. Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.
- 32.2. Paid personal leave will be available to an employee when they are absent due to:
- personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)

32.3. All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.

32.4. This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.

32.5. For the purpose of this clause:

Immediate Family means:

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

a spouse of the staff member; or

a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or

a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

Year means:

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

Current Paid Sick Leave means:

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

Accumulated Paid Sick Leave means:

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

Paid Sick Leave

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

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

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum.

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

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum

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

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

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

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

Carer's Leave

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

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

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

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

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

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

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

- (b) the employee being responsible for the care of the person concerned.

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

32.17.1. the employer may require an employee to provide a medical certificate to support the application for carer's leave where:

the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or

the employee has exhausted all paid carer's leave; or

the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or

the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.

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

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

Compassionate/Bereavement Leave

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

32.20. Proof of death must be provided to the satisfaction of the employer.

33. Annual Leave

33.1. For the purposes of this clause:

Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.

Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

33.2. Annual leave shall be allowed as provided by the Annual Holidays Act 1944 (NSW).

33.3. Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:

33.3.1. non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.

33.3.2. shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.

33.4. The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one months notice of the date on which annual leave is to commence and the period to be cleared.

33.5. Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

33.6. Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.

33.7. The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.

33.8. The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employee to clear such leave.

34. Long Service Leave

- 34.1. Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.
- 34.2. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 34.3. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 34.4. The employer may deduct from any moneys payable under 34.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

35. Flexible Use of Long Service Leave

- 35.1. An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 35.2. An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 35.3. Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.
- 35.4. The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

36. Parental Leave

- 36.1. Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 36.2. For the purposes of this clause 'child' means:

a child of the employee under the age of one; or

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

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

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

For a period up to 9 weeks prior to the expected date of birth; and

For a period of up to 12 months after the actual date of birth.

Adoption Leave shall apply to an employee including a casual employee who has had at least twelve months continuous service, who is adopting a child and who will be the primary carer to the child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to

this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.

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

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

for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;

for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

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

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

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

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

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

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

in a lump sum payment at the commencement of maternity or adoption leave; or

as full pay on a fortnightly basis while on maternity or adoption leave; or

as half pay on a fortnightly basis while on maternity or adoption leave; or

a combination of full pay and half pay while on maternity or adoption leave.

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

Access to other forms of leave

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

36.11. The accrued annual leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

36.12. The accrued long service leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

as half pay while on parental leave, provided it does not break up the unpaid parental leave period.

a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

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

Right to request

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

extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;

return from a period of full time parental leave on a part time basis or on a job share arrangement;

to assist the employee in reconciling work and parental responsibilities.

36.15. 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.

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

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

Notification Requirements

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

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

36.19.1. For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,

36.19.2. For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and

36.19.3. A statutory declaration stating:

the period of leave sought is so that the employee can be the primary caregiver to the child,

detail any particulars of any period of parental leave sought or taken by their spouse,

that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and

36.19.4. A written notification of:

the period the employee proposes to take parental leave,

if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,

if she/he is likely to make a request to return to work on a part-time or job-share arrangement

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

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

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

Variation of Parental Leave

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

Return to work after a period of Parental leave

An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

In the case of an employee transferred to a safe job pursuant to sub-clause 36.28 the employee will be entitled to return to the position they held immediately before such transfer. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

36.24

Communication during Parental leave

36.25. The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

36.26. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

Health and safety of pregnant employees

36.27. If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties.

This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.

- 36.28. If such adjustments cannot reasonably be made, the employee may elect, or the employer may require the employee to commence maternity leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 36.29. Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

37. Purchased Leave for Personal Or Family Reasons

- 37.1. The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 37.2. The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 37.3. Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 37.4. Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 37.5. The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 37.6. The additional leave purchased under this scheme will not attract leave loading.
- 37.7. Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 37.8. Employees will retain their employee pass and other privilege passes.
- 37.9. Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 37.10. Employees are required to re-apply annually if they wish to participate in the scheme.
- 37.11. Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

38. Picnic Day

- 38.1. Where reasonably practicable an officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 38.2. Where an employee is required by the employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
- seven hours pay: for employees engaged on 35-hour-week;

seven hours and 36 minutes pay: for employees engaged on 38-hour-week.

- 38.3. The employer shall require from an officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the employer but not produced by an officer, no payment will be made to the officer for the day.
- 38.4. An officer who is not required by the employer to work in the area in which the officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.
- 38.5. An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

39. Public Holidays

- 39.1. Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 39.2. Subject to sub-clause 39.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 39.3. Subject to sub-clause 39.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 39.4. Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.
- 39.5. For Salaried Officers:
- 39.5.1. Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

- 39.6. For Senior Officers:

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

40. Concessional Day

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

41. Capping of Additional Days Off (ADOS)

- 41.1. Subject to subclause 41.2, officers, other than officers required to perform shift work, may clear ADOS as one whole day or as two half-days.
- 41.2. Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOS (inclusive of half ADOS).
- 41.3. Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOS.

- 41.4. Subject to sub-clause 41.5, failure to clear ADOs will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOs.
- 41.5. Where the failure to clear an ADO (in excess of five accumulated ADOs) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1 - FLEXIBLE WORK ARRANGEMENTS

42. Make Up Time

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

43. Job Sharing

- 43.1. Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one job.
- 43.2. The terms and conditions of job sharing are listed below and also subject to the employer policy.
- 43.3. Job sharing will be entered into by agreement between the employer and employees concerned. The employer and the job sharers shall agree on the allocation of duties between the job sharers.
- 43.4. The hours of work shall be fixed in accordance with the conditions of part time employment.
- 43.5. In the absence of a job sharer, the remaining job sharer(s) may be required to relieve the absent job share provided the remaining job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 43.6. A job sharer may, by agreement, work more than their regular number of hours and be paid at their ordinary hourly rate.
- 43.7. Job sharers shall have access to all provisions of this Award pertaining to their classification. Job sharers shall receive pro rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 43.8. A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 43.9. In the event of a job sharer vacating the job, the employer will review the job and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

44. Career Break

- 44.1. A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 44.2. The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 44.3. The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 44.4. An employee must provide three months notice of a request to take a career break.

- 44.5. Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 44.6. Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 44.7. At the commencement of the career break, employees must return their employee travel pass.
- 44.8. At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 44.9. Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 44.10. Employees who are absent beyond the maximum leave period in 44.3 above will be subject to cl 24 of this award.
- 44.11. Applications for career breaks will be approved at the employer's discretion.

45. Working from Home

- 45.1. An employee can work from home with the approval of the local manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 45.2. Employees will not be entitled to work from home for more than two days in any working week unless otherwise authorised by the General Manager responsible for the area.
- 45.3. Approval to work from home will not be authorised if the employee does not have suitable resources in their home. The employer may at its discretion, assist in providing such resources.
- 45.4. For ongoing and regular working from home arrangements, an OHS report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the employee being approved to work from home.
- 45.5. If required by the manager, an employee who works from home must submit work completed at home to be sighted and signed off by the Manager.
- 45.6. The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

SECTION 1G - GENERAL

46. Higher Duties for Senior & Salaried Officers

Salaried Officers in Higher Grade Positions

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

Senior Officers in Higher Grade Positions

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

Note: see also clause 102 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

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

47. Employee Travel Passes

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

48. OHS Training

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

49. Drug and Alcohol Testing

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

50. Childcare

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

51. Quality Certification

- 51.1. The Employer has developed a Business Management System (BMS) to assist control and manage standardised work practices at all levels. The BMS has been modelled on the requirements of ISO 9001:2008 and the intention is to maintain certification for the employer.

- 51.2. The objective of the BMS is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 51.3. Parties to this Award will work together to maintain ISO 9001:2008 certification.

52. Restructure of the Maintenance Division

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

53. Contestability

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

54. Introduction of New Technology

- 54.1. Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.
- 54.2. The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.
- 54.3. Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.
- 54.4. By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

55. Job Evaluation Review Process

- 55.1. Where a new position is created, or an incumbent employee, the relevant union or the employer believe that an existing position should be reviewed, the following shall apply:
- 55.1.1. A qualified member of the Human Resources Department will, in consultation with the line management and the affected incumbent prepare the draft position description ensuring consistency with the organisational framework.
- 55.1.2. The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional General Manager (or the Division Head where appropriate) and amended to reflect any feedback.
- 55.1.3. The position will be evaluated by a qualified member of the Human Resources Department and approved by the General Manager, Human Resources (or the Division Head where appropriate).
- 55.2. If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant General Manager, or their representative, the affected employee and one employee representative, suitably qualified chosen by the relevant union(s).

- 55.3. If a disagreement remains in relation to the outcome of the evaluation process, the employer will consider representations made by the relevant union(s) and may seek to have the position evaluated externally, before making a final determination.

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

56. Hours of Duty for Salaried Officers

- 56.1. Except as provided for in sub-clauses 56.2 and 56.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 56.2. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 56.3. Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 56.4. Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 56.5. The span of hours shall be 8.30am to 5.30pm. The employer may alter the span of hours where required.
- 56.6. The times in which the ordinary hours shall be worked may be altered by agreement between the employer and the employee.
- 56.7. As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 56.8. As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.
- 56.9. In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

57. Minimum Payments

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

58. Spread of Hours

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

59. Overtime

- 59.1. Except as provided for in sub-clause 59.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.
- 59.2. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 59.3. In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 59.4. Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.
- 59.5. For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- 59.6. Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 59.7. Payment for overtime shall be made at the following rates:
- 59.7.1. Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.
- 59.7.2. Except as provided for in sub-clause 59.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.
- 59.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 59.7.4. Except as provided for in sub-clause 59.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.
- 59.7.5. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 59.2, time worked in excess of 11 hours in any one shift - double time.
- 59.7.6. Except as provided for in sub-clause 59.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.7. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 59.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.8. Except as provided in sub-clause 59.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.

- 59.7.9. Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 59.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 59.8. Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.
- 59.9. The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

60. Time Off in Lieu of Payment for Overtime

- 60.1. 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.
- 60.2. Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 60.3. The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 60.4. The employer shall record time off in lieu arrangements for each occasion this provision is used.

61. Sunday Time

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

62. Saturday Time

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

63. Shift Work Allowance

- 63.1. Definitions for the purpose of this clause are:
- 63.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
- 63.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
- 63.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.

63.2. Shift Work Allowances

- 63.2.1. For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.
- 63.2.2. Other officers shall be paid half the allowance herein prescribed for the same time on duty.
- 63.2.3. In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.
- 63.2.4. In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.
- 63.2.5. Other officers shall be paid half the loading herein prescribed for the same turn of duty.

64. Time Off Between Shifts

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

65. Rostered Day Off

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

66. Excess Travelling Time

- 66.1. Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.
 - 66.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.
 - 66.1.2. In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.
- 66.2. Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.
- 66.3. For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.
- 66.4. Ordinary rates for the purposes of sub-clause 66.1, means the rates paid for the work on which the employee is engaged for the day.

- 66.5. When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.
- 66.6. The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.
- 66.7. Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.
- 66.8. Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.
- 66.9. Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

67. Change of Usual Workplace

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

68. Increment Increases

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

69. Termination of Employment

Notice of termination by employer

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

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

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

Notice of termination by an employee

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

Time off during notice period

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

70. Salary Rates

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

70.2. Junior Salaries

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

70.3. Salaried Officers

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

71. Classification Structure

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

PART 2A - ADMINISTRATIVE STREAM**72. Direct Appointment**

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

73. Filling of Authorised Positions

- 73.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.

- 73.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

74. Traineeships

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

PART 2B - MAINTENANCE STREAM

75. Filling of Authorised Positions

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

76. Flexibility

- 76.1. In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 76.2. 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.

77. Master Roster Changes

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

PART 2C - OPERATIONAL SUPPORT STREAM

78. Revenue Rooms

- 78.1. To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:

Change note fold, if necessary.

Rectify faults as required.

Rebooting computers and saving information.

Issue of lost property.

- 78.2. Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

79. Pass Issue

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

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

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

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

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

82. Performance Assessment of Bus Operators

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

83. Minor Bus Repairs

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

84. Bus Operations

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

85. Handover Period

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

86. Revenue Protection Unit

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

87. Fatigue Management

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

88. Duty Officer (Night) Relief

- 88.1. All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 88.2. There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 92.31 to 92.44 inclusive, of this Award).

89. Newcastle Revenue Protection Function

- 89.1. The management of Newcastle Bus and Ferries, and the Head of Revenue Protection of the employer shall determine the overall direction of Newcastle revenue protection functions, subject to the policies of the employer, and the delegated authority.
- 89.2. The operation of Newcastle revenue protection day-to-day activities shall be managed by Newcastle Bus and Ferries management.
- 89.3. The relief pool for Newcastle revenue protection operations shall be two employees who are suitably qualified to act up and perform revenue protection activities. Such employees shall revert to substantive positions at the conclusion of the relief work. The employees shall be drawn exclusively from Newcastle Bus and Ferry operations.

90. Network Control Centre Qualification Training

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

91. Operational Support Review

- 91.1. The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.
- 91.2. Such review is to incorporate, but not be limited to the following:

Training & development requirements.

Competency based structure.

Career Development and succession.

Capacity to cross and multi-skill all Employees.

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

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

92.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

92.3. In the construction and maintenance of rosters, management will consult with employees.

92.4. When consulting with employees, the following issues should be considered:

Occupational, Health & Safety.

Carer's responsibilities.

Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

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

INTRODUCTION OF MASTER ROSTERS

92.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

92.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

92.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

92.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

92.7.3. The roster is to be displayed on the Tuesday prior to introduction.

92.8. Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RTA regulations.

PERIOD ROSTERS

92.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

92.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

- 92.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.
- 92.12. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 92.13. Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 92.14. Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 92.15. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 92.16. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 92.17. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 92.18. Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:
- 92.18.1. When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 92.18.2. When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.
- 92.18.3. Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.
- 92.18.4. Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 92.18.5. If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 92.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

92.20. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.

92.21. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

92.22. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

92.23. Employees will only work overtime when they have been properly authorised to do so.

92.24. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

92.25. Employees will have a ten hour break between shifts.

92.26. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

92.27. Employees on loan to other depots will be provided with secure facilities for personal items.

REDUCTIONS IN LINES OF WORK

92.28. Affected employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

92.29. When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

92.30. When a line of work becomes vacant the employer will:

92.30.1. Make a decision about how the position is to be filled.

92.30.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.

92.30.3. If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

92.31. When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.

- 92.32. When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

- 92.33. If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.
- 92.34. If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

93. Network Control Centre Roster Principles

- 93.1. These principles only apply to those employees that are classified, or acting, as Network Control Centre Senior Operators or Operators and will be rostered 152 ordinary hours in a four-week cycle.
- 93.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

- 93.3. In the construction and maintenance of rosters, management will consult with employees.
- 93.4. When consulting with employees, the following issues should be considered
- Occupational, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 93.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

- 93.6. In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.
- 93.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 93.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
 - 93.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
 - 93.7.3. The roster is to be displayed on the Tuesday prior to introduction.
- 93.8. Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

- 93.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 93.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 93.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.
- 93.12. When constructing the period roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Network Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Network Controller, and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.
- 93.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 93.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 93.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 93.16. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 93.17. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 93.18. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 93.19. Where the employer makes a decision to fill a vacant Senior Network Controller or Network Control Centre Operator shift, the following procedures will apply:
- 93.19.1. When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:

- 93.19.2. When the vacant shift is to be DOC'd into the Network Control Centre Period Roster, it will be offered to the Supervisor or Operator in the order of least amount of offered DOC's for the current financial year.
- 93.19.3. Should there be no Network Control Centre Operator or Senior Network Controller rostered off on the day and the employer determine that the shift must be covered, overtime can be offered to Network Control Centre Operators or Senior Network Controller to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 93.20. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 93.21. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 93.22. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 93.23. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 93.24. Employees will only work overtime when they have been properly authorised to do so.
- 93.25. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 93.26. Employees will have a ten hour break between shifts.
- 93.27. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

- 93.28. Employees on loan to the Network Control Centre will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

- 93.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

- 93.30. When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 93.31. When a vacant line of work becomes vacant the employer will:
- 93.31.1. Make a decision about how the position is to be filled.
- 93.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.

- 93.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

94. Revenue Protection Unit Roster Principles

- 94.1. These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.

- 94.2. Employees will be rostered one ADO in each four week roster cycle.

CONSULTATION

- 94.3. In the construction and maintenance of rosters management will consult with employees.

- 94.4. When consulting with employees the following issues should be considered:

Occupation, Health & Safety.

Carer's responsibilities.

Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

- 94.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

- 94.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

- 94.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

94.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

94.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

94.7.3. The roster is to be displayed on the Tuesday prior to introduction.

- 94.8. Rosters will be worked where they comply with all relevant policies and industrial instruments.

PERIOD ROSTERS

- 94.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.

- 94.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

- 94.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.
- 94.12. When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.
- 94.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 94.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 94.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 94.16. In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.
- 94.17. When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 94.18. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 94.19. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 94.20. Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:
- 94.20.1. Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.
- 94.20.2. When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.
- 94.20.3. Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.

- 94.21. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 94.22. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.
- 94.23. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 94.24. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 94.25. Employees will only work overtime when they have been properly authorised to do so.
- 94.26. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 94.27. Employees will have a ten hour break between shifts.
- 94.28. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

REDUCTIONS IN LINES OF WORK

- 94.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

- 94.30. When a line of work becomes vacant, if there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 94.31. When a line of work becomes vacant the employer will:
- 94.31.1. Make a decision about how the position is to be filled,
 - 94.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
 - 94.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3

SENIOR OFFICER STREAM

95. Hours of Work for Senior Officers

- 95.1. The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 95.2. Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 95.3. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be arranged within shift limits specified in 95.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

96. Span of Hours

- 96.1. The hours of duty specified in clause 95 shall, as far as practicable, be worked between 8.30 a.m. and 5.30 p.m. but where the requirements of the service call for work during other periods, such periods may be fixed by the employer, provided that the times between which the ordinary hours shall be worked may be altered by agreement between the employer and the union.

97. Overtime & Recall to Duty Provisions for Senior Officers

Overtime

- 97.1. Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 97.2.
- 97.2. Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.
- 97.3. When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

- 97.4. A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 97.5. Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

Time off in lieu

- 97.6. Where overtime is payable to a Senior Officer, and where the relevant General Manager agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 97.7. Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 97.8. The employer shall record time off in lieu arrangements for each time this provision is used.

98. Transfers Within the Division

- 98.1. Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

99. Performance Agreement Programs

- 99.1. Increment increases for all Senior Officers will be subject to satisfactory performance.
- 99.2. The General Manager, Human Resources, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:

being cyclical;

Incorporating a progress review process to operate during the overall cycle;

including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;

providing, as far as is possible, objectively measurable performance indicators;

including provisions for revising goals and objectives in the light of changed circumstances

- 99.3. The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.
- 99.4. The General Manager, Human Resources will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 99.5. During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

100. Increment Increases

- 100.1. A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 99.
- 100.2. If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant General Manager may make application to the General Manager, Human Resources to withhold a due increment. All cases must be fully documented with supporting reasons.
- 100.3. If an employee's performance has been exceptional over the 12-month increment period subject to clause 99, the Manager, in consultation with the Area General Manager may make application to the General Manager, Human Resources to grant a two-step increment. All cases must be fully documented with supporting reasons.

101. Filling of Authorised Positions

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

102. Salary Movement Linked to Promotion & Acting in Higher Grade

- 102.1. Where an employee is promoted, or acts in a higher graded position, the employee will receive either:
- 102.1.1. The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or
- 102.1.2. Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.
- 102.2. The employer may offer a salary greater than that provided in sub-clauses 102.1.1 and 102.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the General Manager, Human Resources agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

102.3. The experience, ability and qualifications of the employee warrant a salary higher than that applying in sub-clauses 102.1.1 and 102.1.2, or

102.4. The employee's current rate of pay is already close to, or above, that provided in sub-clauses 102.1.1 and 102.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A

Senior Officers' Pay rates

Includes 2.5% increase applied 1 January 2012

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	75,392	78,017	80,828	83,971	87,619
B	86,799	89,661	92,760	96,152	99,830
C	96,788	99,958	103,415	107,065	111,018
D	107,539	111,062	114,838	119,130	123,776
E	118,297	122,229	126,759	131,685	137,125
F	131,356	135,722	140,584	145,906	151,842
G	143,491	148,554	154,102	159,934	166,396

Includes 2.5% increase applied 1 January 2013

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	77,277	79,967	82,849	86,070	89,809
B	88,969	91,903	95,079	98,556	102,326
C	99,208	102,457	106,000	109,742	113,793
D	110,227	113,839	117,709	122,108	126,870
E	121,254	125,285	129,928	134,977	140,553
F	134,640	139,115	144,099	149,554	155,638
G	147,078	152,268	157,955	163,932	170,556

Includes 2.5% increase applied 1 January 2014

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	79,209	81,966	84,920	88,222	92,054
B	91,193	94,201	97,456	101,020	104,884
C	101,688	105,018	108,650	112,486	116,638
D	112,983	116,685	120,652	125,161	130,042
E	124,285	128,417	133,176	138,351	144,067
F	138,006	142,593	147,701	153,293	159,529
G	150,755	156,075	161,904	168,030	174,820

These rates do not include the Industry Allowance

102.5.

SCHEDULE B

Salaried Officers' Pay rates

Clerk Grade 1	1 Jan 2012 \$	1 Jan 2013 \$	1 Jan 2014 \$
1st year	39,899	40,896	41,918

2nd year	41,656	42,697	43,764
3rd year	43,036	44,112	45,215
4th year	44,809	45,929	47,077
5th year	46,002	47,152	48,331
6th year	47,381	48,566	49,780
Clerk Grade 2	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	48,051	49,252	50,483
2nd year	48,721	49,939	51,187
Clerk Grade 3	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	49,576	50,815	52,085
2nd year	50,787	52,057	53,358
3rd year	51,615	52,905	54,228
Clerk Grade 4	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	52,638	53,954	55,303
2nd year	54,000	55,350	56,734
3rd year	55,465	56,852	58,273
Clerk Grade 5	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	56,650	58,066	59,518
2nd year	58,864	60,336	61,844
3rd year	60,678	62,195	63,750
Clerk Grade 6	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	61,874	63,421	65,007
2nd year	63,585	65,175	66,804
3rd year	65,985	67,635	69,326
Clerk Grade Special	1 Jan 2012	1 Jan 2013	1 Jan 2014
1st year	67,172	68,851	70,572
2nd year	70,725	72,493	74,305
3rd year	74,316	76,174	78,078

These rates do not include the Industry Allowance

SCHEDULE C

ALLOWANCES

Item	Description	1-Jan-2012 \$	1-Jan-2013 \$	1-Jan-2014 \$
1	Shift Work Allowance			
	Afternoon Shift	3.15	3.23	3.31
	Night Shift	3.66	3.75	3.84
	Early Morning Shift	3.15	3.23	3.31
2	Shift Work Loading	2.41	2.47	2.53
3	Industry Allowance	2,291	2,348	2,407
4	Uniform Allowance			
	Complimentary Initial Issue	3 trousers		
		7 shirts		

		2 items of jacket or vest or jumper
		1 pair of shoes
		1 State Transit winter jacket
		1 Hat
		1 Rain set
	Annual uniform allowance (paid on	2 trousers
	an annual or six monthly basis) is	3 shirts
	equivalent to the cost of purchasing	1 jacket
Note: Personal Protective Equipments (PPE) is subject to State Transit Fair Wear and Tear policy		

C. G. STAFF J.

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (EVENT DAY EMPLOYEES) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 38 of 2012)

Before Commissioner Ritchie

6 February 2012

AWARD

PART A

CONDITIONS

1. Arrangement

PART A - CONDITIONS

Clause No.	Description
1.	Arrangement
2.	Title
3.	Parties Bound by this Award
4.	Operation and Duration of this Award
5.	Intention
6.	Classifications, Rates of Pay and Employee Related Cost Savings
7.	Superannuation
8.	Payment of Wages
9.	Consecutive Employment Terms
10.	Minimum Engagement
11.	Meal Breaks
12.	Meal Discount
13.	Uniforms
14.	Overtime
15.	Public Holidays
16.	Long Service Leave
17.	Transport, Security and Related Matters
18.	Employee Consultation
19.	Provision and Use of Staff Seating
20.	Implementation of the Non-Smoking Policy
21.	Anti-Discrimination
22.	Grievance and Dispute Procedures
23.	No Extra Claims
24.	Calculation of Flat Hourly Rate
25.	Award Observance
26.	Commitment to Further Negotiations
27.	Signing of Award

PART B - RATES OF PAY

Monday to Sunday Flat Rate
Non Event Attendance Rate
Uniform Allowance

2. Title

This award will be known as the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2011 ("this award").

3. Parties Bound By This Award

- (a) This award is binding upon:
1. Sydney Cricket & Sports Ground Trust ("the employer"); and
 2. The Media Entertainment and Arts Alliance ("MEAA"), its officers and members ("the Union") in respect of all employees (whether members of the MEAA or not) engaged by the session or by the hour for work done in connection with the staging of a fixture being conducted by the employer (including an employee who is also engaged by the employer to perform work in a different position under a separate contract or weekly hiring).
- (b) This award shall not apply to an honorary official i.e. any person who is either a member of the employer or who has previously acted in an honorary capacity in performing functions for which wage rates are prescribed by this award.

4. Operation and Duration of This Award

- (a) This award shall replace the state industrial instrument in the nature of an enterprise agreement in the same terms as the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2008 published 26 March 2010 (370 I.G. 108) (an agreement of the New South Wales Industrial Relations Commission).
- (b) This award shall operate on and from the first full pay period on or after 1 October 2011 and shall remain in force for its nominal term of three years.

5. Intention

- (a) The principal intentions of this award are:
1. To promote harmonious industrial relations for the Sydney Cricket and Sports Ground Trust; and
 2. To maximise standards of service to the public and members, measured against those applying in the leisure and recreation industry nationally and internationally.

6. Classifications, Rates of Pay and Employee Related Cost Savings

- (a) Employees employed under this award to work at day time, twilight and evening fixtures shall receive the appropriate hourly rate for the applicable classification as contained in Part B of this award from the first full pay period on or after 1 October 2011.
- (b) The hourly rates set out in Part B of this award incorporate an increase for all event day work undertaken of 2.5% from the first full pay period on or after 1 October 2011, a further 2.5% increase from the first full pay period on or after 1 October 2012, and a further 2.5% increase from the first full pay period on or after 1 October 2013.
- (c) Employees employed under this award shall be paid the non-event attendance rate as contained in Part B of this award from the first full pay period on or after 1 October 2011.

- (d) The rates of pay set out in Part B - Rates of pay of this Award contain hourly rates of pay loaded to compensate employees covered by this Award for all entitlements not otherwise provided under this Award.

7. Superannuation

The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

8. Payment of Wages

8.1 Period of payment

- (a) Wages will be paid in arrears and on a weekly basis, based on working hours performed in the period Monday to Sunday
- (b) Wages will be paid no later than the Thursday following the end of the previous pay period, unless the Trust and the majority of employees agree to later payment.

8.2 Method of payment

Payment of wages will be made via electronic funds transfer into an account nominated by the employee with a bank, building society or credit union.

9. Consecutive Employment Terms

Any employee who does not make himself or herself available to perform work during any shift for a period of three months or more from the cessation of their last engagement will be required to re-apply for their position before being eligible for further engagements.

Prior to terminating the employment relationship the employer will attempt to contact any employer who has not made himself or herself available to inform them that they will be required to re-apply in order to perform work at future events. The employer may, in exceptional circumstances and at its sole discretion, waive the requirement for employees to re-apply where they are absent for a period of three months or more.

10. Minimum Engagement

The minimum engagement for all employees under this award shall be four (4) hours to be worked consecutively, with the exception of non-match day staff meetings and training sessions which shall be two (2) hours.

11. Meal Breaks

All employees rostered for more than four hours will receive a minimum of one paid 20 minute break. These breaks will be coordinated by team leaders and/or supervisors.

12. Meal Discount

Upon presentation of the staff identification card, employees rostered to work on match days will receive a 20 per cent discount off the normal purchase price for food and beverage (excluding alcoholic beverages) purchased from any on-site food and beverage outlet managed by our on-site catering service provider. This discount does not apply to any third party catering or franchise arrangements.

13. Uniforms

- (a) The employer will provide a uniform to staff where applicable.
1. Uniforms will consist of any SCGT apparel issued to staff during the course of their employment including but not limited to; trousers, skirts, shirts, jackets, vests, jumpers, ties, scarves, hats, armbands, wet weather jackets and name badges.
- (b) Where uniforms are issued to staff other than on a daily basis;
1. All new Employees who commenced after 1 October 2009 will be required to pay a \$50.00 uniform bond on commencement of employment which shall be refunded when the uniform is returned in good condition, fair wear and tear accepted.
 2. The bond will be paid via payroll deduction and can be made as one deduction of \$50.00 or instalments of \$10.00 per deduction per pay over five pay periods.
 3. The Employee shall be responsible for the laundering of the uniforms. A laundry allowance of \$1.00 per shift shall be paid into the Employee's nominated bank account.
 4. Uniforms shall remain the property of the Employer and shall be returned to the Employer on the termination of an Employee's employment.
 5. All uniforms issued to an employee are to be returned within two (2) months of the Employee's termination. Terminated Employees who do not return their full uniform issue within two (2) months of termination will forfeit their deposit.

14. Overtime

- (a) Overtime shall be payable to an employee for all time worked:
1. In excess of ten (10) hours per engagement on a particular event; or
 2. In a day generally observed as a public holiday.
- (b) Overtime shall be paid for at the rate of time and a half.
- (c) Overtime rates shall not apply for any attendance at non-event related meetings or training.

15. Public Holidays

Public Holidays shall be paid for at the rate of time and a half.

The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays.

16. Long Service Leave

- (a) Subject to clause 13(b) below, Long Service Leave entitlement will be governed by the *Long Service Leave Act, 1955 (NSW)*.
- (b) The parties to this award acknowledge that prior to the date of this award, employees employed by the Trust as match day employees (or event day employees) received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation apply in the State of NSW in relation to long service leave.

17. Transport, Security and Related Matters

- (a) The employer shall upon request of an individual employee provide a security escort from the ground to the closest public transport late at night, where the employer is able to provide it within a reasonable period of time.
- (b) On any particular event, an employee engaged as a Team Leader, Supervisor, Assistant Supervisor, or who works one hour past the scheduled event finish time will be eligible to park in MP1.

18. Employee Consultation

- (a) The Event Day Staff Operations Committee (EDSOC) will meet during the life of this award to identify and discuss workplace matters, which affect employees generally, but which are not explicitly covered by this Award, such as staff facilities, uniforms, training and other like workplace matters.
- (b) The EDSOC will be made up of management and employee nominated representatives. Wherever possible, all areas of match day operations should be represented. Employee representatives will participate in the EDSOC without loss of pay.
- (c) The EDSOC will meet as required, at a time suitable to both the employer and employees and at the request of either party, but not less than quarterly.
- (d) The operation of the EDSOC in accordance with this clause does not override the dispute settling procedure as contained in Clause 19 of this award.

19. Provision and Use of Staff Seating

Where practicable, seating shall be provided to employees where prolonged periods of standing would otherwise be required. The use of such seating shall be subject to customer service requirements and guidelines as reasonably determined by the Trust, having regard to its Occupational Health and Safety obligations.

20. Implementation of the Non-Smoking Policy

All employees shall have access to and shall abide by and follow the procedures of the non-smoking policy developed by the employer in relation to patrons smoking in and around the Trust venues.

21. Anti-Discrimination

- (a) It is the intention of the Trust 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 identify, age and responsibilities as a carer.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause it to be taken to affect:
 - 1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;

3. a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

22. Grievance and Dispute Procedures

19.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:

- (a) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- (b) The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- (c) The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- (d) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- (e) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- (f) Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- (g) If the matter remains unresolved, then it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- (h) At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- (i) It is agreed that the parties will not deliberately frustrate or delay these procedures.
- (j) Normal work will continue without disruption while these procedures are followed.

23. No Extra Claims

Subject to clause 24, Calculation of Flat Hourly Rate, this award comprehensively settles all employment conditions in respect of the employees covered by this award. The MEAA undertakes not to pursue any extra claims whatsoever for the duration of this award.

24. Calculation of Flat Hourly Rate

The rates in this award have been calculated on the assumption that 60% of events fall in the period Monday to Saturday and 40% of events fall on a Sunday or a public holiday.

Should this ratio change significantly, either party on 1 January each year can request a review of the rates to reflect the change.

25. Award Observance

For the purpose of ensuring the observance of this award, the employer will:

- (a) subject to prior consultation with the employer, provide that representatives of the MEAA will have reasonable access to all places of work for the purposes of interviewing and holding meetings with their members in non-work time; and
- (b) ensure that a copy of this award and matters relating to this award be posted on a notice board in a centrally located position.

26. Commitment to Further Negotiations

The parties to this award agree to commence discussions for a new award nine months prior to the expiration of the nominal term of this award.

27. Signing of Award

In recognition of their acceptance of the terms and conditions of this award the parties have signed below as indicated.

PART B

RATES OF PAY

	Current Rates		1 October 2011		1 October 2012		1 October 2013	
	Ordinary flat rate	Overtime and Public Holiday	Ordinary flat rate	Overtime and Public Holiday	Ordinary flat rate	Overtime and Public Holiday	Ordinary flat rate	Overtime and Public Holiday
	\$	\$	\$	\$	\$	\$	\$	\$
POSITION	2.5%		2.5%		2.5%		2.5%	
Customer Service Positions								
Usher/Attendant	25.32	37.98	25.95	38.93	26.60	39.90	27.27	40.91
Pressure point	26.64	39.96	27.31	40.97	27.99	41.99	28.69	43.03
Team Leader	28.77	43.15	29.49	44.24	30.23	45.34	30.99	46.49
Supervisor	32.23	48.34	33.04	\$49.56	33.87	50.80	34.72	52.08
- Staff Entry								
Crowd Safety Positions								
Crowd Safety Officers	30.49	45.74	31.25	46.88	32.03	48.05	32.83	49.25
- Paddington Lane Gatehouse								
Crowd Safety Supervisor	34.16	51.24	35.01	52.52	35.88	53.83	36.78	55.17
- Event Control								
- Process Room								
- Report Writer								
Control 1 & 2 / Base	36.69	55.03	37.61	56.42	38.55	57.83	39.51	59.27
Non-Event Attendance Rate	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
ALLOWANCES								
Uniform Allowance (per shift)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00

D.W. RITCHIE, Commissioner

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Cricket and Sports Ground Trust.

(No. IRC 33 of 2012)

Before Commissioner Ritchie

25 January 2012

AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Coverage
4.	Definitions
5.	Intent of the Enterprise Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Full-time, Part-time and Casual Employees
8.	Hours of Work
9.	Meal Allowance
10.	Meal Breaks
11.	Excess Hours
12.	Public Holidays
13.	Annual Leave
14.	Sick Leave
15.	Personal/Carers Leave
16.	Bereavement Leave
17.	Income Protection Plan
18.	Induction/Training
19.	Consultative Committee
20.	Occupational Health and Safety
21.	Labour Flexibility
22.	Additional Functions
23.	Supplementary Staff
24.	Working in the Rain
25.	Acting Supervisor
26.	Change Rooms
27.	Tools
28.	Trust Uniform and Personal Identification
29.	Job Representative
30.	Wage Rates
31.	Payment of Wages
32.	Terms of Engagement
33.	Redundancy
34.	No Extra Claims
35.	Long Service Leave
36.	Grievance and Dispute Procedures
37.	Declaration
38.	Provision of Training

39. Commencement and Duration
40. Jury Service
41. Superannuation
42. Anti-Discrimination

PART B

- Table 1
- Table 2

2. Title

This Enterprise Award shall be known as the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2011.

3. Coverage

- 3.1 This Enterprise Award shall apply to all Ground Staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2008 made by the New South Wales Industrial Relations Commission. This Enterprise Award shall prevail to the extent of any inconsistency.
- 3.2 This Enterprise Award shall apply to:
 - 3.2.1 Sydney Cricket and Sports Ground Trust ("the Trust")
 - 3.2.2 Employees engaged by the Trust to work in the Grounds Department, including apprentices, greenkeepers, mechanics, grounds persons and gardeners.

4. Definitions

- 4.1 "Enterprise Award" means the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2011.
- 4.2 "Operative Date" means the date on which this Enterprise Award is made by the Commission and becomes legally binding on the parties.
- 4.3 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.4 "Grounds Person Grade D" shall mean an employee of school leaving age who has entered into a formal traineeship or training relationship or apprenticeship with the Sydney Cricket and Sports Ground Trust in accordance with the Theatrical Employees (Training Wage)(State) Award.

An employee at this level shall work under the direct supervision of a Grounds Person Grade B or higher. An employee at this level shall not necessarily be guaranteed ongoing employment beyond their traineeship.

- 4.5 "Union" means The Australian Workers' Union, New South Wales
- 4.6 "Grounds Person Grade C" shall mean an employee with recognised industry experience appropriate to the operational needs of the Trust and who is undertaking a structured courses in Greenkeeping or a Horticultural Diploma or other qualification deemed relevant by the Trust at an approved TAFE College.

Upon the successful completion of the approved course(s) of study, a Grade C employee will, subject to the satisfactory performance of their duties, have the expectation of ongoing employment by the Trust.

- 4.7 "Grounds Person Grade B" shall be an employee holding a Greenkeepers Certificate or Horticultural Certificate or other appropriate trade qualification

- 4.8 "Grounds Person Grade A" shall mean:
- 4.8.1 an employee who holds a recognised Tertiary qualification relevant to the operational needs of the Trust; or
 - 4.8.2 an employee who holds a dual green keepers and horticultural qualifications or equivalent quantification recognised by the Trust and who has completed at least one years' service at the level of a Grade B Grounds Person; or
 - 4.8.3 an employee who has completed at least two years' service as the level of a Grade B Grounds Person.
- 4.9 "Commission" means the Industrial Relations Commission of NSW.

5. Intent of the Enterprise Award

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the grounds maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, and the employees each recognise that the work methods that were used in the past, may not be consistent with the current needs of the Enterprise. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the Enterprise and hence the long term job security of the Employees together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
- Increase job satisfaction and security.
 - Increase the skill levels of all members of the workforce with the implementation of training programs, tailored to meet the requirements of the work programme.
 - Increase Trust efficiency and profitability.
 - Establish a management system that generates informed and democratic input from employees on all work related issues.
 - Ensure the development of a decisive, committed and responsive Trust decision making structure that resources and supports the contributions of employees to workplace reform.
 - Achieve change and progress through a process of communications, agreement and team work.
 - Improves the competitive position of the Trust in the market.
 - Protect and enhance the quality of the environment.
 - Realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to continually developing flexibility over the functions performed by the Trust. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

- 6.2 The commitment extends to individual employees performing tasks that, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Enterprise within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Full-Time, Part-Time and Casual Employees

- 7.1 An employee shall be engaged as either a full-time, part-time, or casual employee.
- 7.2 A full-time employee shall mean an employee who is engaged to work an average of seventy-six hours in a fortnight.
- 7.3 A part-time employee shall mean an employee engaged to work a minimum of six hours per week or a minimum of twelve hours over twenty eight days (with a minimum of two hours for each engagement). A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee shall mean an employee who is engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B of this Enterprise Award. The casual hourly rate contained in this Enterprise Award, contains a component in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- 7.5 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

8. Hours of Work

- 8.1 The ordinary hours of work shall be an average of seventy six hours in any fortnight and may be worked on any five days of the week, Monday to Sunday between the hours of 6:00am and 11:30 pm.
- 8.2 Any hours worked between 11:30pm and 6:00am shall be paid to the Employees at time and one half.
- 8.3 Employees will be required to work no more than eight ordinary hours on any day.
- 8.4 Unless an agreement is made to the contrary, Employees shall receive a minimum break between shifts of ten (10) consecutive hours.
- 8.5 Should an agreement be reached pursuant to clause 8.4 to waive the minimum break between shifts and the Employee commences work prior to receiving a 10 hour break, that Employee shall be paid a penalty of time and one half for the hours up to the time when the ten (10) hour break would have been completed.
- For example, if the Employee finishes work at 12:00am (midnight) and starts his/her next shift at 8:00am, the Employee is entitled to the time and one half penalty for the first two hours of his/her shift, finishing at 10:00am.
- 8.6 Rosters shall be based on ten work days in any fourteen day cycle with days off being taken consecutively wherever possible.

9. Meal Allowance

A meal allowance of \$10.00 shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time.

10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of forty five minutes, which should be taken no more than five hours after commencing duty.
- 10.2 The time of the meal break shall be determined by the majority of the employees concerned and the Enterprise.
- 10.3 An employee who works for more than four hours shall be entitled to a ten minute paid tea break and shall be entitled to a further ten minute paid tea break where work continues beyond eight hours.
- 10.4 The time of the tea breaks shall be determined mutually by a majority of employees concerned and the Enterprise and may be staggered with meal breaks.

11. Excess Hours

- 11.1 All time in excess of eight hours in any one day or in excess of 76 hours per fortnightly pay cycle shall be overtime and shall be credited to an 'overtime bank'. The employee may, with the consent of the employer, take an equivalent number of ordinary hours off as time in lieu.
- 11.2 Employees may only accrue a maximum amount of 76 hours in the 'overtime bank' at any given time.
- 11.3 Employees engaged within the 'Grounds Mechanic' classification may accrue a maximum of 152 hours in the 'overtime bank' at any given time.
- 11.4 Where the Enterprise deems that the employee can perform no productive work, the employee may be directed to cease work prior to the normal eight hours being completed. The difference in hours between cessation of work and normal eight hour day will be deducted from the overtime bank.
- 11.5 The employee may not be directed to cease work if it would cause the overtime bank to be more than eight hours in the negative without agreement between the Curator and the employee.
- 11.6 The above arrangements have applied from the commencement of the previous Certified Agreement and shall continue to apply under this Enterprise Award; any hours outstanding in regard to the overtime bank arising from the previous Enterprise Award or previous Certified Agreement shall remain unaffected by this provision

12. Public Holidays

- 12.1 The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holidays or holidays occur.
- 12.2 If an ordinary work day falls on a public holiday and the employees are required to work, then the employees will be paid at single time with 1.5 times the number of hours being credited to the overtime bank.
- 12.3 A full time, part time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten (10) calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three (3) months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

13. Annual Leave

- 13.1 Full time employees shall receive annual leave of 5 weeks per annum plus 17.5% annual leave loading, upon the completion of 12 months' service.

- 13.2 Part time employees shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months' service.
- 13.3 The loading referred to in 13.1 above shall be paid to all weekly employees as a lump sum either at the beginning of the pay period commencing on or after 1st January each year or at the termination of their employment as a pro-rata amount.
- 13.4 Leave shall only be taken between the months of April and September in any calendar year with the agreement of the Enterprise.

14. Sick Leave

Existing Employees (employed as at the operative date of the previous Certified Agreement (27 October 2004))

- 14.1 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 20 days' sick leave per annum during the sixth and subsequent years of service.

New Employees (engaged after the operative date of this Certified Agreement, that being 27 October 2004).

- 14.2 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.

A weekly employee who has been employed for more than five years shall be entitled to 15 days' sick leave per annum during the sixth and subsequent years of service.

- 14.3 Such sick leave shall be cumulative.

- 14.4 Part-time employees shall receive sick leave on a proportionate basis.

- 14.5 An employee shall not be entitled to sick leave where payments are being made to such employee under the Workers' Compensation Insurance or pursuant to the Sickness and Accident Income Protection Plan as provided for in clause 17 of this Enterprise Award.

- 14.6 Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day off or shift off, he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.

- 14.7 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee may be required to provide the Trust with satisfactory evidence i.e., doctors certificate or statutory declaration, stating the nature of the illness and the duration of the absence.

15. Personal/Carers Leave

- (a) Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), 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 14, 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.
- (ii) 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.

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) The employee being responsible for the care of the person concerned; and
 - (2) The person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this 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.
- (iv) An employee shall, wherever practicable, give the Enterprise notice prior to the absence of the intention to take leave, the name of the person requiring care and the 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 Enterprise by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Leave
- (i) An employee may elect, with the consent of the Enterprise, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.
- (c) Annual Leave
- (i) An employee may elect with the consent of the Enterprise, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.
 - (iii) An employee and Enterprise 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.
- (d) Time Off in Lieu of Payment of Overtime
- See clause 11 of this Enterprise Award.

(e) Make-up Time

An employee may elect, with the consent of the Enterprise, 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 the Enterprise Award, at the ordinary rate of pay.

16. Bereavement Leave

16.1 A full-time or part-time employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in paragraph 15(a)(iii)(2) of clause 15, Personal/Carers Leave).

16.2 Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4 and 5 of Clause 15, Personal/Carers Leave.

Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the Enterprise.

17. Income Protection Plan

All full-time, part-time and casual employees to whom this Enterprise Award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union.

It is a term of this Enterprise Award that the Enterprise will bear the costs of 1.27 per cent (inclusive of GST) of gross weekly pay per week per member, or \$1.50 per week in the case of casual employees, towards providing protection under the endorsed plan.

18. Induction/Training

18.1 All new employees of the Trust will attend an Induction course. The purpose of the Induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to Safety, Quality, Work Performance, Flexibility and Attitude.

18.2 The induction shall include information of the following:

Scope, purpose and general briefing on the Contract.

Familiarisation with, and adherence to, the terms of Employment continued within the Agreement governing each employee's contract of employment.

Adherence to Legislative, Site and Enterprise safety standards and requirements.

Co-operative objectives regarding goals that the Trust has while carrying out the Contract.

Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations clauses.

Outline of House Rules, including disciplinary procedures.

19. Consultative Committee

19.1 Composition of Consultative Committee

19.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the Enterprise Award.

19.1.2 The Consultative Committee shall consist of two representatives of the workforce and two representatives of management, being the General Manager and the Head Supervisor who shall meet every second month.

19.2 Scope of Tasks of the Consultative Committee

19.2.1 The task to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the Enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

Oversee the Training Program content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets.

Facilitate the resolution of difficulties and problems which may arise.

Contribute to the development of work rosters.

Create feasible work methods to enhance productivity and efficiency.

Develop concepts for productivity and efficiency improvements within the Enterprise.

Develop an open, participative and co-operative management approach.

Promote team based work methods.

Assist with communication, participative and training programmes to bring about attitudinal and cultural change.

Ensure propagation of experience, knowledge and skills at all levels.

20. Occupational Health and Safety

20.1 Scope

20.1.1 Consistent with the Trust's obligations under the relevant Workplace Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

20.1.2 Giving due consideration to each employee's work scope. The Trust may require employees to be immunised against infectious diseases, where they are considered to be at risk.

20.1.3 The Trust shall comply with all the provisions of the Workplace Health and Safety legislation of NSW which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials or in such conditions.

20.2 Workplace Health and Safety Committee

20.2.1 A Workplace Health and Safety Committee has been established pursuant to the relevant provisions of the *Work Health and Safety Act, 2011*. This Committee shall endeavour to reach consensus on all aspects of the Trust's Workplace Health and Safety Policy. The Workplace Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an Industrial Relations nature.

21. Labour Flexibility

Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the Enterprise.

22. Additional Functions

- 22.1 Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground, the Sydney Football Stadium and any other facility under the care, management or control of the Trust.
- 22.2 Notwithstanding the provisions of 22.1, employees will be primarily engaged within their trade classification.

23. Supplementary Staff

Supplementary staff may be used to perform the duties of placing and removing the covers, goal post pads, operating the sightscreens and other duties.

24. Working in the Rain

All employees called upon to work in the rain shall be supplied, by the Enterprise, with protective clothing, free of charge.

25. Acting Supervisor

An employee appointed by the Enterprise to undertake the role of Acting Supervisor shall be paid an additional 15% of their ordinary rate of pay for all hours worked in that capacity.

26. Change Rooms

The Enterprise shall provide a change room for the use of employees, free of charge. Such rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

27. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28. Trust Uniform and Personal Identification

- 28.1 Employee's Must Maintain a Neat Appearance at All Times Consistent With Operational Requirements.
- 28.2 Personal Identification
- 28.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employees name and photograph.
- 28.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

29. Job Representative

- 29.1 A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the Supervisor or officer in charge on matters affecting the employees whom he/she represents.
- 29.2 The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Union.

30. Wage Rates

30.1 This Enterprise Award provides the following increases in full-time and part-time hourly rates of pay:

2.5% on and from 1 October 2011

All other hourly rates shall be adjusted accordingly.

30.2 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 1 of Part B on and from 1 October 2011.

30.3 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 2 of Part B on and from 1 October 2011.

30.4 Employees who have entered into a formal traineeship or training relationship with the Trust shall be paid the appropriate rate relating to Industry/Skill Level B as set out in the Theatrical Employees (Training Wage) (State) Award.

30.5 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 3 of Part B on and from 1 October 2011.

31. Payment of Wages

30.1 Wages shall be paid on a fixed day no later than the Thursday of each fortnight. Employees shall be paid during ordinary working hours by Electronic Funds Transfer to their nominated bank account.

30.2 Any employee who has to wait after ordinary ceasing time on pay day to receive their wages shall be rendered assistance until such wages are paid into the nominated bank account.

32. Terms of Engagement

Full-time and part-time employees shall be engaged by the week and their engagement shall be terminated only by a week's notice on either side given at any time during the week or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof: Provided that this shall not effect the right of the Enterprise to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

33. Redundancy

(i) Application

(a) This clause shall apply in respect of full time and part time employees.

(b) This clause shall only apply to the Enterprise if it employs 15 or more employees immediately prior to the termination of employment of employees

(c) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Enterprise shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(d) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where the Enterprise 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 Enterprise shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Enterprise's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Enterprise Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) Enterprises Duty to Discuss Change

- (a) The Enterprise shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Enterprise to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the Enterprise shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(iv) Discussions Before Terminations

- (a) Where the Enterprise has made a definite decision that the Enterprise no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the Enterprise shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Enterprise has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the Enterprise shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(v) Notice for Changes in Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall 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.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above shall 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.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Enterprise for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the Enterprise an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Enterprise, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Enterprise until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the Enterprise shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(xi) Centrelink Separation Certificate

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Department of Social Security.

(xii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Enterprise may at the Enterprise's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the Enterprise shall pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the Enterprise shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over Enterprise Award/Certified Agreement payments, shift penalties and all purpose allowances paid in accordance with the Enterprise Award/Certified Agreement.

(xiv) Incapacity to Pay

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, an Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the Enterprise concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause (xiii) of this clause will have on the Enterprise.

(xv) Alternative Employment

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, the Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the Enterprise obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 35, 'Grievance and Disputes Procedure' of this Enterprise Award.

34. No Extra Claims

- 34.1 This Enterprise Award constitutes the entire agreement between the parties with respect to rates of pay and all other conditions of employment and there shall be no further claims, whatsoever, by any party during the term of this agreement
- 34.2 The agreed rates of pay and conditions comprehend all working conditions to be encountered in the performance of work. No additional special areas or allowances shall be applicable other than those specified by this Enterprise Award.
- 34.3 There shall be no further wage increases for the life of this Enterprise Award.
- 34.4 The parties to this Enterprise Award acknowledge that this agreement takes into consideration any increases which may occur in the relevant parent award during the currency of this Enterprise Award.

35. Long Service Leave

See *Long Service Leave Act 1955* (NSW).

36. Grievance and Dispute Procedures

The procedure for the resolution of industrial disputation will as follows:

- 36.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises or is considered likely to occur, the following steps shall be followed:
- 36.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 36.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 36.1.3 The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:

- 36.1.4 The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- 36.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 36.2 Each of the following steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 36.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 36.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 36.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 36.6 Normal work will continue without disruption while these procedures are followed.

37. Declaration

The parties declare that this Enterprise Award:

- 37.1 Is not contrary to the public interest;
- 37.2 Was not entered into under duress;
- 37.3 Is not unfair, harsh or unconscionable;
- 37.4 Is in the interests of the parties.

38. Provision of Training

- 38.1 This Enterprise Award shall be read concurrently with the provisions of the Theatrical Employees (Training Wage) (State) Award.
- 38.2 The Trust shall pay all fees associated with the conduct of the training courses associated with the traineeship or training relationship or apprenticeship of a Grounds Person Grade D, and will provide paid study leave to facilitate the successful completion of the training modules.
- 38.3 The Trust shall provide a Grounds Person Grade C where possible with one full day's paid attendance at an approved course, each week, with flexibility being provided to accommodate the exam timetable. A Ground Person Grade C will be required to meet all costs associated with the agreed training courses.
- 38.4 The Trust will assist a Grounds Person Grade A to attend appropriate training courses through the provision of flexible rostering. A Grounds Person Grade A shall not be entitled to paid time to attend an appropriate training course (s) nor shall they be entitled to have their expenses associated with the training course paid for by the Trust

39. Commencement and Duration

This Enterprise Award shall commence from 1 October 2011, and shall remain in force for a nominal term of 1 year.

The award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2008 published 28 August 2009 (368 I.G. 1687).

40. Jury Service

- 40.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 40.2 An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

41. Superannuation

- 41.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

42. Anti-Discrimination

- 42.1 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* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 42.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 42.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 42.4 Nothing in this clause is to be taken to affect:
- 42.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
- 42.4.2 offering or providing junior rates of pay to person under 21 years of age;
- 42.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)
- 42.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 42.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation
- (b) 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"

PART B**Table 1 - Full Time And Part Time Employees**

Hourly Rate of Pay	
Classification	Column 1 \$
Grounds Person Grade A	33.65
Grounds Person Grade B	30.58
Grounds Person Grade C	29.06
Grounds Mechanic	37.95

Table 2 - Casual Employees

Hourly Rate of Pay	
Classification	Column 1 \$
Grounds Person Grade A	40.37
Grounds Person Grade B	36.73
Grounds Person Grade C	34.98

Table 3 - Apprentices

Hourly Rate of Pay	
Classification	Column 1 \$
1st year of Apprenticeship	15.29
2nd Year of Apprenticeship	17.73
3rd Year of Apprenticeship	20.95
4th Year of Apprenticeship	23.86

N.B. Column 1 applies from 1 October 2011.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (MAINTENANCE STAFF) ENTERPRISE AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 434 of 2012)

Before Commissioner Bishop

5 April 2012

ENTERPRISE AWARD

PART A

1. Title

This enterprise award shall be known as the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2011.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Parties
4.	Definitions
4A.	Contract of Employment
5.	Intent of the Enterprise Award
6.	Commitment to Improving Productivity, Efficiency and Flexibility
7.	Measures to Achieve Gains in Productivity, Efficiency and Flexibility
8.	Hours of Work
9.	Rostered Days Off
9A.	Commitment to Negotiations
10.	Apprentices
11.	Annual Leave
12.	Sick Leave
13.	Long Service Leave
14.	Parental Leave
15.	Bereavement Leave
16.	Jury Service
17.	Induction/Training
18.	Wage Rates & Employee Related Cost Savings
19.	Allowances
20.	No Extra Claims
21.	Payment of Wages
22.	Superannuation
23.	Public Holidays
24.	Consultative Committee
25.	Work Health and Safety
26.	Contracting of Works
27.	Trust Uniform and Personal Identification

28. Tools
29. Posting of Notices
30. Union Delegate
31. Fares and Travel Time
32. Income Protection Insurance
33. Grievance and Dispute Procedures
34. Termination of Employment
35. Redundancy
36. Relationship to Parent Awards
37. Anti-Discrimination
38. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

3. Parties

- 3.1 The parties to this enterprise award are:
- 3.1.1 The Sydney Cricket and Sports Ground Trust; and
- 3.1.2 the following industrial organisations of employees that represent persons employed, or intending to be employed, in this enterprise:
- 3.1.2.1 CEPU Plumbing Division - NSW Branch
- 3.1.2.2 The Construction, Forestry, Mining and Energy Union (New South Wales Branch); and
- 3.1.2.3 The Electrical Trades Union of Australia, New South Wales Branch.

4. Definitions

- 4.1 "Enterprise Award" means this enterprise award.
- 4.2 "Operative Date" means the first full pay period on or after 9 October 2011.
- 4.3 "Enterprise" and "Trust" means the Sydney Cricket and Sports Ground Trust and the Sydney Cricket and Sportsground Trust Division of Government Service.
- 4.4 "Union(s)" means:
- 4.4.1 CEPU Plumbing Division - NSW Branch
- 4.4.2 Construction, Forestry, Mining and Energy Union (New South Wales Branch) (CFMEU)
- 4.4.3 Electrical Trades Union of Australia, New South Wales Branch (ETU)
- 4.5 "TAFE" means the NSW Technical and Further Education Commission

4A. Contract of Employment

- 4A.1 "Full Time Employee" means a permanent employee engaged to work an average of 38 hours per week.

4A.2 "Casual Employee" means:

- 4A.2.1 an employee engaged and paid as such. Casual employees shall be paid an hourly rate equivalent to 1/38th of the weekly rate plus a loading of 20%. This loading is inclusive of the 1/12th annual holiday component. Casual employees shall not accrue leave entitlements under this Enterprise Award.
- 4A.2.2 Casual Employees shall be engaged to facilitate permanent employees accessing leave entitlements, or to meet operational requirements as necessary.
- 4A.2.3 A casual employee may be engaged by the Trust on a regular and systematic basis for a period not exceeding 13 weeks, provided that such time restriction will not apply in circumstances where a casual is engaged to replace an employee on long term sick leave or workers compensation.

5. Intent of the Enterprise Award

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the repair and maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, the unions and the employees each recognise that the work methods which were used in the past may not be consistent with the current needs of the enterprise. It is, therefore, important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the enterprise and hence the long-term job security of the employees, together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility, together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
 - 5.4.1 increase job satisfaction and security;
 - 5.4.2 increase the skill levels of all members of the workforce with the implementation of the training program, tailored to meet the requirements of the work program;
 - 5.4.3 increase Trust efficiency and profitability;
 - 5.4.4 establish a management system that generates informed and democratic input from employees on all work-related issues;
 - 5.4.5 ensure the development of a decisive, committed and responsive Trust decision-making structure that resources and supports the contributions of employees to workplace reform;
 - 5.4.6 achieve change and progress through a process of communications, agreements and team work;
 - 5.4.7 improve the competitive position of the Trust in the market;
 - 5.4.8 protect and enhance the quality of the environment;
 - 5.4.9 realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to the continual development of flexibility regarding the functions performed by Trust maintenance staff. The flexibility should be consistent with agreed

productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

- 6.2 The commitment extends to individual employees performing tasks which, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Trust within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 In light of the commitment to productivity, efficiency and flexibility, employees agree to perform other works, such as preventative maintenance within the employees own trade area, on event days.
- 6.5 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

The parties commit to using their best endeavours to achieve the following:

- 7.1 Monthly preventative maintenance checks are to be completed within the scheduled months;
- 7.2 An agreed percentage of breakdown work orders are to be completed within the given period; and
- 7.3 All pre-event inspections are to be completed by midday, the business day before the event, and event day maintenance requests are to be completed within the agreed time.

8. Hours of Work

- 8.1 Ordinary hours of work
 - 8.1.1 The ordinary hours of work shall be an average of 38 hours per week over a four week cycle which allows for the accrual of a rostered day off in accordance with clause 9 of this Enterprise Award. Such ordinary hours may be worked between the hours of 6.00am and 6.00 pm.
 - 8.1.2 Notwithstanding 8.1.1, the parties acknowledge that the ordinary hours of work will generally be worked between the hours of 7.00 a.m. and 3.30 p.m. Such hours may be varied to accommodate operational requirements by agreement between the Trust and an employee, provided that such hours shall not be worked outside the span of hours specified in 8.1.1 without the payment of overtime.
- 8.2 During such hours employees shall be entitled to two paid rest breaks of ten minutes duration. It is agreed that the current afternoon "smoko" will be taken at the end of the ordinary working hours each day.
- 8.3 In addition to the breaks specified in clause 8.2, employees shall be allowed one unpaid meal break each day of 30 minutes duration. Such break shall not count as time worked
- 8.4 Overtime
 - 8.4.1 Subject to clause 8.1, all time worked at the direction of the Trust in excess of the ordinary hours provided for in clause 8 Hours of Work shall be overtime and paid at the rate of time and one half for the first two hours and double time thereafter.
- 8.5 All time worked at the direction of the Trust on weekends shall be paid as follows:

- 8.5.1 Prior to 12 noon on Saturday at the rate of time and one half for the first two hours and double time thereafter.
- 8.5.2 After 12 noon on Saturday at the rate of double time.
- 8.5.3 An employee required to work overtime on a Saturday shall be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on Friday.
- 8.5.4 On Sunday at the rate of double time.
- 8.6 In computing overtime and weekend penalties each day shall stand alone.
- 8.7 Crib Break
- 8.7.1 An employee working overtime shall be allowed a crib break of 20 minutes at the appropriate rate without deduction of pay after the completion of a minimum of 4 hours work provided that the employee continues work after such crib break. The crib break is to be given and taken at a mutually agreeable time as soon as practicable after the completion of the 4 hours worked.
- 8.7.2 The provision of 8.7.2 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the NSW Plumbers and Gasfitters Employees' Union:
- Unless the period of overtime is less than 1 ½ hours an employee before starting overtime after working ordinary hours shall be allowed the crib break of 20 minutes which shall be paid for at ordinary rates. The Trust and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Trust shall not be required to make any payment in respect of any time allowed in excess of 20 minutes. Subject to any agreement reached in accordance with this provision, this crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.7.3 The provision of 8.7.3 shall only apply to employees employed as carpenter, painter and labourer, and who are eligible to be members of the CFMEU:
- When an employee is required to work overtime after the usual ceasing time for the day for two hours or more, the employee shall be allowed to take at the employees ordinary rate of pay a crib break of 20 minutes in duration immediately after ceasing time. This crib break will be taken immediately after the afternoon smoko prior to starting overtime.
- 8.8 Rest Period After Overtime
- 8.8.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have a rest period of at least 10 consecutive hours following the completion of such duty.
- 8.8.2 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work the following day that he/she has not had at least the rest period specified in 8.8.1 off duty between those times, shall subject to this subclause, be released after the completion of such overtime until he/she has had the rest period specified in 8.8.1 off duty without loss of pay for ordinary working time occurring during such absence.
- 8.8.3 If on the instruction of the Trust, an employee resumes or continues to work without having had ten consecutive hours off duty, the employee shall be paid at double ordinary time rates until the employee is released from duty for such period, and shall be entitled to be absent from duty without loss of pay for ordinary hours until the employee has had ten consecutive hours off duty.

8.9 Call Back

- 8.9.1 An employee recalled to work overtime after leaving the Trust's premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate rate for each time he/she is so recalled.
- 8.9.2 Overtime worked in the circumstances specified in 8.9.1 shall not be regarded as overtime for the purposes of subclause 8.8, rest period after overtime, when the actual time worked is less than a total of 3 hours.
- 8.9.3 The provision of 8.9.3 shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the CEPU Plumbing Division- NSW Branch.

In the case of an unforeseen circumstance arising resulting in an employee being called back, the employee shall not be required to work the full 4 hours if the job he/she was recalled to perform is completed in a shorter period.

8.10 Transport home from work

The provisions of 8.10 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU and to those employees engaged as Plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award, and who are eligible to be members of the CEPU Plumbing Division - NSW Branch.

Where an employee, after having worked overtime, or a shift for which he/she has not been regularly rostered, finishes work at a time when reasonable means of transport are not available immediately upon completion of that overtime or shift, the Trust shall provide him/her with a conveyance to his/her home or pay him/her his/her current wage rate for the time reasonably occupied in reaching his/her home.

8.11 Standing By

The provisions of 8.11 of this Enterprise Award shall only apply to those employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award, and who are eligible to be members of the ETU:

Subject to any custom now prevailing under which an employee is required regularly to hold him/herself in readiness for a call back, an employee required to hold him/herself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates for the time from which he/she is told to hold him/herself in readiness.

9. Rostered Days Off

- 9.1 The parties acknowledge and agree that the following provisions shall apply in respect of rostered days off:
- 9.1.1 Employees shall be entitled to accrue one rostered day off in the nominated work cycle;
- 9.1.2 Where circumstances prevent the taking of rostered days off within the nominated work cycle in accordance with 9.1.1 above, employees may not accumulate more than a maximum of 5 rostered days off at any one time;
- 9.1.3 The rostered day off shall be taken at a time mutually agreed to between the Trust and the employee; and

- 9.1.4 An employee who is required to work on their rostered day off shall be entitled to take an alternative day off agreed between the Trust and the employee.

9A. Commitment to Negotiations

- 9A.1 The parties will discuss hours of work patterns (including the nine day fortnight) in the workplace. Variation to the existing hours of work patterns will only occur by agreement between the parties and where they meet organisational requirements and are cost neutral. Nothing in this subclause will alter the rights and obligations contained in other provisions of this Enterprise Award.

10. Apprentices

10.1 Term of Apprenticeship

- 10.1.1 The period of apprenticeship for the trades referred to in this Enterprise Award shall not exceed four years.

- 10.1.2 Apprentices shall for every day of absence from their work during any year of the term of apprenticeship without the consent of the Trust serve one day at the end of the calendar period of any such year of their apprenticeship if required so to do by the Trust and the calendar period of the next succeeding year of apprenticeship shall be deemed not to begin until the said additional day or days have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which the employee has worked during the relevant year in excess of their ordinary hours of service.

10.2 Limitation of Overtime

- 10.2.1 No apprentice under the age of 18 years shall be required to work overtime unless the employee so desires.

- 10.2.2 No apprentice shall, except in an emergency work or be required to work overtime at times which would prevent their attendance at technical school as required by any statute, award or regulation application to the apprentice.

- 10.2.3 An apprentice shall not work overtime except under the direction of a tradesperson.

10.3 Prohibition of Labouring Work

- 10.3.1 An apprentice shall be deemed to be working at the trade when working in association with a tradesperson upon the material and with the tools of trade usually used by a tradesperson, as the case may be.

- 10.3.2 An apprentice shall not perform any other work than with the materials and tools of trade usually used by a tradesperson, as the case may be.

10.4 Termination of Employment of Trainee Apprentices

- 10.4.1 Two weeks' notice of the termination of employment shall be given by either party.

10.5 TAFE Fees

- 10.5.1 The fees for attending such school or correspondence class shall be paid by the Trust by whom the apprentice is employed. Such fees shall be paid at the beginning of each school year. The obligation of the Trust in regard to fees payable in respect of apprentices undergoing studying the certificate diploma or degree courses shall be limited to those prescribed for the appropriate trade course.

10.6 School Based Apprentices

10.6.1 Progression through Wage Structure

- 10.6.1.1 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice, provided that such apprentice satisfies the requirements of the Vocational Training Order issued by the NSW Department of Education and Training (DET) relevant to the trade being undertaken by the school based apprentice.
- 10.6.1.2 The rates of pay are based on a standard apprenticeship of four years (unless the apprenticeship is of three years duration). The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

10.6.2 Conversion from a school based to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Enterprise Award. This progression applies in addition to the progression achieved as a school based apprentice.

10.6.3 Conditions of employment

- 10.6.3.1 Except as provided by this Enterprise Award, school based apprentices are entitled to pro-rata entitlements and all other conditions of employment contained in this Enterprise Award.
- 10.6.3.2 The school based apprentice shall be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- 10.6.3.3 For the purposes of this sub-clause, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- 10.6.3.4 The duration of the apprenticeship shall be as specified in the training agreement or contract for each apprentice. The period so specified to which the apprentice wage rates apply shall not exceed 6 years.

10.7 Disputes and disciplinary matters

The Settlement of Dispute provisions of this Enterprise Award, subject to the provisions of the *Apprenticeship and Traineeship Act 2001*, shall apply for the resolution of disputes and disciplinary matters. This means that in the event that a dispute cannot be resolved at the enterprise level in accordance with the Settlement of Dispute provisions of this Enterprise Award, it will be first referred to the Vocational Training Tribunal in accordance with the *Apprenticeship and Traineeship Act 2001*. Then if necessary it will be referred to the Industrial Relations Commission of NSW.

10.8 Rate of Pay for school based apprentice

- 10.8.1 The hourly rates for full time apprentices as set out in this Enterprise Award shall apply to school based apprentices for total hours worked including time deemed to be spent off-the-job Training.
- 10.8.2 Where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.

10.8.3 Where this Enterprise Award specifies a weekly rate for full time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

11. Annual Leave

11.1 Annual leave

11.1.1 Subject to the *Annual Holidays Act 1944*; Annual leave accrues at 4 weeks per year, with such leave to be taken in accordance with the *Annual Holidays Act 1944*, within six months of the leave becoming an entitlement. The Trust sees annual leave as being important to the health and well being of the employees and their families and therefore encourages employees to take their annual leave each year.

11.1.2 The parties commit to reducing annual leave accruals in accordance with the *Annual Holidays Act 1944* by end of the nominal term of this Enterprise Award, specifically ensuring that annual leave accruals are maintained in accordance with the provisions of the Act.

11.2 Annual Leave Loading

11.2.1 In this subclause the *Annual Holidays Act 1944*, is referred to as "the Act".

11.2.2 Before an employee is given and takes his/her annual holiday, or, where by agreement between the Trust and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the Trust shall pay the employee a loading determined in accordance with this subclause.

11.2.3 The loading is payable in addition to the pay for the period of annual holiday given and taken and due to the employee under the Act and this Enterprise Award.

11.2.4 The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this Enterprise Award and where such annual holiday is given and taken in separate periods, then in relation to each such separate period.

11.2.5 The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause 11.2.2 of this subclause at the rate per week of 17½ per cent of the appropriate ordinary wage rate calculated in accordance with the provisions of subclause 18.1 for the classification in which the employee was employed immediately before commencing his/her annual holiday but shall not include any other allowances, penalty or disability rates, commissions, bonuses, incentive payments, overtime rates or any other payments prescribed by this Enterprise Award.

11.2.6 No loading is payable to an employee who takes an annual holiday wholly or partly in advance: Provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such annual holiday and is to be calculated in accordance with 11.2.5 applying the Enterprise Award rates of wages payable on that day.

11.2.7 Where in accordance with the Act the Trust's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned:

- (1) an employee who is entitled under the Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with subclause 11.2.5.
- (2) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this

subclause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks proportionate to 52 weeks.

11.3 Annual Leave Loading on Termination of Employment

11.3.1 When the employment of an employee is terminated by the Trust for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled he/she shall be paid a loading calculated in accordance with subclause 11.2.5 for the period not taken.

11.3.2 Except as provided by subclause 11.3.1 of this paragraph no loading is payable on the termination of an employee's employment.

12. Sick Leave

12.1 Sick leave entitlement

12.1.1 A full-time employee who has been employed for less than five years shall be entitled to 10 days sick leave per annum.

12.1.2 A full-time employee who has been employed for more than five years shall be entitled to 20 days sick leave per annum during the sixth and subsequent years of service.

12.2.3 A full-time employee in the first year of employment with the Trust shall be entitled to 2.5 days sick leave every three months.

12.2 Conditions of sick leave

12.2.1 Employees are committed to reducing the amount of sick leave.

12.2.2 Where an employee is absent for more than one consecutive day, or more than five days in an anniversary year, the employee may be required to provide the Trust with a doctor's certificate or statutory declaration, stating the nature of the illness and the expected duration of the absence

12.3 Untaken sick leave is cumulative from year to year, however such leave is not payable on termination of employment.

12.4 Workers Compensation and Sick Leave

12.4.1 If an employee is suffering from an illness or injury for which a workers' compensation claim is made, the employee shall be paid sick leave while waiting for the claim to be approved provided that:

12.4.1.1 An appropriate medical certificate is produced.

12.4.1.2 The employee has sick leave accrued.

12.4.1.3 And further provided that:

12.4.1.3.1 There shall be no double counting of workers' compensation and sick leave.

12.4.1.3.2 If the claim is approved the employee's sick leave entitlements will be re-credited.

12.5 Personal/Carers Leave

12.5.1 Use of Sick Leave for the Purpose of Personal Carers Leave

12.5.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 12.5.1.3 of paragraph 12.5, 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 12

12.5.1.2 The employee shall, if required,

- (a) 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, or
- (b) establish by production of documentation acceptable to the Trust or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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.

12.5.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

12.5.1.3.1 the employee being responsible for the care of the person concerned; and

12.5.1.3.2 the person concerned being:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this 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.

12.5.1.4 An employee shall, wherever practicable, give the Trust 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 Trust by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the Trust and employee shall discuss appropriate

arrangements which, as far as practicable, take account of the Trust's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at Clause 33 should be followed.

12.6 Unpaid Leave for Family Purpose

12.6.1 An employee may elect, with the consent of the Trust, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 12.5.1.3.2 who is ill or who requires care due to an unexpected emergency.

12.7 Annual Leave for the Purpose of Personal/Carers Leave

12.7.1 An employee may elect with the consent of the Trust, 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.

12.7.2 Access to annual leave, as prescribed in paragraph 12.7.1 of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.

12.7.3 An employee and the Trust 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.

12.7.4 An employee may elect with the Trusts agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

12.8 Time Off in Lieu of Payment for Overtime for the Purpose of Personal/Carers Leave

12.8.1 An employee may elect, with the consent of the Trust, to take time off in lieu of payment for overtime at a time or times agreed with the Trust within 12 months of the said election.

12.8.2 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.

12.8.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, 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.

12.8.4 Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with this Enterprise Award.

13. Long Service Leave

Refer to *Long Service Leave Act 1955*

14. Parental Leave

14.1 For unpaid parental leave and related entitlements refer to the *Fair Work Act 2009* (Cth) as extended by Chapter 6, Part 6-3, Division 2.

15. Bereavement Leave

15.1 An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 12.5.1.3.2.

15.2 The employee must notify the Trust as soon as practicable of the intention to take bereavement leave and will, if required by the Trust, provide to the satisfaction of the Trust proof of death.

- 15.3 Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this Enterprise Award, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 15.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.5 Bereavement leave may be taken in conjunction with other leave available under this Enterprise Award. In determining such a request the Trust will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 15.6 Bereavement Entitlement for Casual Employees
- (a) Subject to the evidentiary and notice requirements in Clause 15.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 12.5.1.3.2 of Clause 12.5 - Personal/Carer's Leave of this Enterprise Award.
- (b) The Trust 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 of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The Trust must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The right of the Trust to engage or not engage a casual employee are otherwise not affected.

16. Jury Service

- 16.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 16.2 An employee shall notify the Trust as soon as practicable of the date upon which he/she is required to attend for jury service, and shall provide the Trust with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

17. Induction/Training

- 17.1 All new employees of the Trust will attend an induction course. The purpose of the induction is to ensure each new employee is familiar with the Trust's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to safety, quality, work performance, flexibility and attitude.
- 17.2 The induction shall include information of the following:
- scope, purpose and general briefing on the contract;
- familiarisation with, and adherence to, the terms of employment contained within the agreement governing each employee's contract of employment;
- adherence to legislative, site and employer safety standards and requirements;
- co-operative objectives regarding goals that the Trust has while carrying out the contract;

specific reference to the application of the Avoidance of Disputes -grievance procedure and continuous operations clauses;

outline of House Rules, including disciplinary procedures;

industrial organisations represented on site.

17.3 Trade Union Training Leave

The provisions of this subclause shall only apply to those employees previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the CEPU Plumbing Division - NSW Branch..

17.3.1 Subject to all qualifications in this clause, an employee appointed or elected as an accredited representative of the union [as defined] to which he/she belongs shall, upon application in writing to the Trust, be granted up to [5] five days leave with pay each calendar year non-cumulative to attend courses conducted or approved by an accredited training provider as agreed by the parties.

17.3.2 Such Courses shall be designed and structured with the objective of promoting good industrial relations within the offsite building and construction industry associated with mixed enterprises.

17.3.3 Consultation may take place between the parties and the accredited training provider as agreed by the parties, where appropriate, in the furtherance of this objective.

17.3.4 For the purpose of this clause an "accredited" representative of the union shall mean a steward/delegate recognised by the Trust.

17.3.5 The following scale shall apply:

No. of Employees Covered by this Enterprise Award	Maximum Number of Employees Eligible to Attend Per Year	Maximum No. of Days Permitted
Up to 15	1	5
16 - 30	2	10
31 - 50	3	15
51 - 100	4	20
101 and over	5	25

17.3.6 The application for leave shall be given to the Trust at least 6 weeks in advance of the date of commencement of the course. The application for leave shall contain the following details:

- (a) The name of employee seeking the leave;
- (b) The period of time for which the leave is sought [including course dates and the daily commencing and finishing times]; and
- (c) The title, general description and structure of the course to be attended and the location of where the course is conducted.

17.3.7 The Trust shall advise the union within seven clear working days [Monday to Friday] of receiving the application as the whether or not the application for leave has been approved.

- 17.3.8 The time of taking leave shall be arranged so as to minimise any adverse effect on the Trusts operations. The onus shall rest with the Trust to demonstrate an inability to grant leave when an eligible employee is otherwise entitled.
- 17.3.9 The Trust shall not be liable for any additional expenses associated with an employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant Enterprise Award classification rate including supplementary payments, shift work loadings where relevant plus over-award payments where applicable.
- 17.3.10 Leave rights granted in accordance with this clause shall not result in additional payment or alternative time off to the extent that the course attended coincides with an employee's day off in the 19 day month work cycle or with any concessional leave.
- 17.3.11 An employee on request by the Trust shall provide proof of their attendance at any course within 7 days. If an employee fails to provide such proof the Trust may deduct any amount already paid for attendance from the next week's pay or from any other monies due to the employee.
- 17.3.12 Where an employee is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the employee shall receive payment, if entitled, under the provisions of Clause 12 of this Enterprise Award.
- 17.3.13 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Enterprise Award.

18. Wage Rates & Employee Related Cost Savings

- 18.1 The rates of pay for employees covered by this Enterprise Award are set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 18.2 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column One of Table 1 of Part B from the first full pay period on or after 9 October 2011.
- 18.3 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Two of Table 1 of Part B from the first pay period on or after 9 October 2012.
- 18.4 Employees covered by this Enterprise Award shall be paid the rates of pay as set out in Column Three of Table 1 of Part B from the first pay period on or after 9 October 2013.
- 18.5 Employee Related Cost Savings
- 18.5.1 The rates of pay set out in Part B Monetary Rates of this Enterprise Award contemplate the following employee related cost savings:
- (a) Carpenters will install and service security locks at both venues minimising the need to rely on external contractors.
 - (b) Electricians will shut off instantaneous hot water systems in suites throughout both venues on non-event days when not in use creating savings on electricity cost.
 - (c) Electricians will monitor sight screens for live televised cricket events to restrict the need for an outsourced contractor to be at the event for the duration of the event,
 - (d) Plumbers to carry out the biannual servicing of filters in the Victor Trumper stand at the Sydney Cricket Ground in lieu of contracting this work to an external organisation.

- (e) Tradespersons will be rostered to conduct the quarterly cleaning of all amplifiers in both venues in lieu of contracting this work to an external organisation.

18.5.2 During the term of this Enterprise Award, the parties are committed to the achievement of such employee related cost savings. Both the employees and the relevant unions agree to undertake and commit to the achievement of the employee related cost savings specified in clause 18.5.1.

19. Allowances

19.1 Sewer Choke Allowance

19.1.1 If an employee is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material, or scupper containing sewerage, he/she shall be paid an additional amount of \$6.00 per day or part of a day.

19.2 Height Allowance

19.2.1 An employee working on a building or structure of a height of 15 metres or more directly above a substantial level surface shall be paid a height allowance 0.53 cents per hour and an additional 0.53 cents per hour for each further 15 metres increase in the height at which he/she is working.

19.2.2 An employee working on any building or structure in a bosun's chair or swinging scaffold at a height up to 15 metres directly above a substantial level surface shall be paid a height allowance 0.53 cents per hour and an additional amount 0.53 cents per hour for each further 15 metres increase in the height at which he/she is working.

The allowances specified in 19.1 and 19.2 shall be increased annually in accordance with the State Wage Case Decision of the Industrial Relations Commission of New South Wales. No other rate or allowance specified in this Enterprise Award shall be subject to variation in accordance with this decision.

19.3 Higher Duties Allowance

19.3.1 In the event of the leading hand employee being absent for a period of 5 consecutive days or more, a replacement employee may be appointed as the acting leading hand by the Trust and shall receive the leading hand rate for all work performed Monday - Friday falling within the ordinary hours of work.

19.3.2 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.3.3 In the event of a supervisory employee other than a leading hand being absent for a period of 5 or more consecutive days, a replacement employee may be appointed by the Trust and this employee shall receive an allowance of \$2 per hour for all ordinary hours of work.

19.3.4 All work performed on weekends or as overtime shall be paid at the employee's ordinary rate of pay plus the appropriate loadings prescribed by this Enterprise Award.

19.4 Living Away From Home

19.4.1 Trust employees shall be paid an allowance for all meals, travel and accommodation expenses incurred when required to perform work away from home. Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

19.5 No additional special rates or allowances shall be applicable other than those specified by this clause.

20. No Extra Claims

- 20.1 The parties agree that, during the term of this Enterprise 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 Enterprise 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.
- 20.2 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 Enterprise Award provisions.
- 20.3 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.

21. Payment of Wages

- 21.1 Wages shall be paid fortnightly into the employee's account by means of electronic funds transfer.
- 21.2 Employees are required to nominate an appropriate account held with a bank, building society or credit union for the purpose of payment of wages.
- 21.3 The pay period shall commence on a Wednesday and end at the end of usual time on a Tuesday the following fortnight.
- 21.4 On the commencement of this Enterprise Award, the Trust shall notify the employee of the day of the fortnight upon which the employee is to be paid his/her wages and allowances and such day shall be recorded in the employees wages and/or service record as pay day.
- 21.5 Pay day is usually Thursday each fortnight. Payments shall be paid and available to the employee not later than the cessation of ordinary hours of work on Thursday of each working fortnight.
- 21.6 Upon termination of employment, wages and allowances due to an employee shall be paid to the employee on the day of such termination by electronic funds transfer or forwarded to the employee by e-mail/post on the next working day.
- 21.7 If wages are not paid on pay day, except where the default has not been caused by the Trust, a penalty of payment of 2 hours at ordinary rates shall be incurred and shall be paid together with the normal pay by midday on the next working day after pay day.

22. Superannuation

- 22.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, the *Superannuation (Resolution of Complaints) Act 1993 (Cth)*, and s124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

23. Public Holidays

- 23.1 The following days shall be observed as public holidays; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day that is gazetted and proclaimed to operate throughout the State.
- 23.2 An employee who is not required to work on such day shall be paid a day's ordinary wages for each gazetted public holiday proclaimed to operate throughout the State and which falls on a day on which they would have ordinarily worked.

Employees shall receive an additional day in recognition of the union picnic day. This day shall be observed on the relevant date in December each year or an alternate date in December may be substituted by mutual agreement.

- 23.3 Employees required to work on such a public holiday specified in clause 23.1 and 23.2 shall be paid at the rate of double time and one half for a minimum of 4 hours for all time worked.
- 23.4 An employee shall not be entitled to payment for a holiday if he/she is absent from work without reasonable excuse; or without the consent of the Trust; on the ordinary working day before or the ordinary working day after a holiday.

24. Consultative Committee

24.1 Composition of Consultative Committee

24.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of this Enterprise Award.

24.1.2 The Consultative Committee shall consist of three representatives of the workforce, elected by the workforce, and two representatives of management, who shall meet as frequently as the Committee determines is necessary. It is intended that the members of the Committee would be from a broad cross-section of the workforce.

24.1.3 The Consultative Committee shall appoint a suitable person to keep minutes of meetings and to provide an agenda for each meeting.

24.1.4 In an effort to provide further input into the Committee from time to time, the Committee may invite other representatives to attend the Consultative Committee meetings.

24.2 Scope of Tasks of the Consultative Committee -

24.2.1 The tasks to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to, the following:

oversee the training programme content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets;

facilitate the resolution of difficulties and problems which may arise;

contribute to the development of work rosters;

create feasible work methods to enhance productivity and efficiency;

develop concepts for productivity and efficiency improvements within the enterprise;

develop an open, participative and co-operative management approach;

promote team-based work methods;

assist with communication, participative and training programmes to bring about attitudinal and cultural change;

ensure propagation of experience, knowledge and skills at all levels.

25. Work Health and Safety

25.1 Scope

25.1.1 Consistent with the Trust's obligations under the relevant Work Health and Safety legislation, prospective employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

25.1.2 The Trust shall comply with all the provisions of the Work Health and Safety legislation in New South Wales, which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials.

25.2 Work Health and Safety Committee

25.2.1 A Work Health and Safety Committee has been established pursuant to the relevant provisions of the Work Health and Safety Act 2011. This Committee shall endeavour to reach consensus on all aspects of the Trust's Work Health and Safety Policy. The Work Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an industrial relations nature.

25.3 Employee Obligation

Employees are to comply with the Trust's Work Health and Safety Policy, comply with Safe Work Method Statements (SWMS) and ensure no injuries occur consistent with the *Work Health and Safety Act 2011*.

25.4 First Aid

In the event of any serious accident happening to any employee whilst at work the Trust shall, at their expense, provide transport facilities to the nearest hospital or doctor.

26. Contracting of Works

26.1 The Trust may require additional resources to meet the requirements of an increased workload. The Trust may therefore engage the services of contractors to assist in meeting its contractual obligations.

26.2 The level of work undertaken by contractors in accordance with this clause shall be monitored in conjunction with the Consultative Committee.

26.3 The Trust shall take all steps to insure full utilisation of all staff employed under this Enterprise Award, and shall not engage contract services that will impact on the availability of work to full-time employees.

27. Trust Uniform and Personal Identification

27.1 Trust Uniform

27.1.1 The Trust shall supply, free of charge to each employee, a uniform which shall be identified by the Trust logo. The uniform supplied shall be worn at all times whilst on duty.

27.1.2 Each employee shall be issued with a set of clothing, on commencement of duty or at a suitable time afterwards, consisting of one pair of appropriate safety footwear; two pairs of shorts; two pairs of long pants; four shirts; one jumper or sloppy joe; one winter jacket; one set of wet weather gear; and personal protective equipment.

Such clothing shall be replaced on a fair wear and tear basis.

27.1.3 Employee's must maintain a neat appearance at all times consistent with operational requirements.

27.2 Personal Identification

27.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employee's name and photograph.

27.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

28. Tools

28.1 An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will, as soon as possible, report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28.2 The provisions of subclause 28.3 and subclause 28.4 shall only apply to those employees engaged as carpenters, painters and sign writers previously falling within the scope of the Building Employees Mixed Industries (State) Award and who are eligible to be members of the CFMEU and those employees engaged as plumbers previously falling within the scope of the Plumbers and Gasfitters (State) Award and who are eligible to be members of the CEPU Plumbing Division - NSW Branch.

28.3 An employee whose spectacles or hearing aids are genuinely damaged or destroyed by fire or spoiled by acids or sulphur or other deleterious substances due to the circumstances of the employee's employment shall be recompensed by the Trust to the extent of the loss. The Trust will not recompense an employee whose spectacles or hearing aids are damaged as a result of negligence or mishap on the part of an employee, for example, in situations where such items are dropped by the employee or where the employee has failed to wear the appropriate personal protective equipment to prevent such damage.

28.4 An employee shall be reimbursed by the Trust to a maximum of 150% of that employee's weekly wage for the loss of tools or equipment by fire or breaking and entering whilst securely stored at the Trust's direction in a room or building on the Trust's premises, job or workshop or in a lock-up, or if the tools are lost or stolen whilst being transported by the employee at the Trust's direction between or on job sites, or if the tools are lost over water during such transit or if the tools are lost or stolen from the Trust's premises during an employee's absence after leaving the job because of injury or illness. No reimbursement shall be made to an employee in the event that their tools or equipment are damaged or stolen whilst stored at the employee's premises or in the employee's vehicle with the exception of when such vehicle may be used as transportation at the Trust's request between jobsites.

28.5 Sharpening Tools

28.5.1 The Trust shall supply suitable grinding stone or carborundum stone for the use of the employees. Where such grindstone or carborundum stone is not driven by mechanical power the Trust shall provide assistance in turning the grindstone and/or carborundum stone.

28.5.2 Saw sharpening and tool grinding may be done by the employee during the progress of the work or the Trust shall pay or shall provide the same.

28.6 The following provisions shall only apply to employees engaged as Electricians previously falling within the scope of the Electricians, &c. (State) Award and who are eligible to be members of the Electrical Trades Union (ETU):

28.6.1 Provision of tools

The Trust shall continue to provide such tools of trade as we customarily provided to them at the time of the making of this Enterprise Award.

28.6.2 Power tools

The Trust shall provide for the use of tradespersons and apprentices all power tools, special purpose tools, precision measuring instruments and electrical measuring and/or testing instruments where the use of such equipment is reasonable and necessary.

28.6.3 Carrying tools

An employee shall not be required to carry tools and/or materials exceeding 20 kilograms in weight to or from the job.

28.6.4 Storing employees' tools

At each workshop or depot and at each job site, the Trust shall provide suitable free storage accommodation for employee's tools. The Trust shall ensure that such tool storage and accommodation is as secure as practicable against unauthorised entry outside working hours.

28.6.5 Damage to tools

Compensation to the extent of the damage sustained shall be made where, in the course of the work, tools are damaged or destroyed by fire, or molten metal or through the use of corrosive substances; provided that the Trust's liability shall be limited to such tools of trade as are ordinarily required for the performance of the employees duties.

29. Posting of Notices

- 29.1 The Trust shall not prevent an official of the union at any reasonable time from posting or keeping posted a copy of this Enterprise Award or any notice of the union, not exceeding 35cm by 22cm, in a suitable place on any job.

30. Union Delegate

- 30.1 An employee appointed as a job delegate shall upon notification by the union to the Trust be recognised as the accredited representative of the union to which the employee belongs and shall be allowed all necessary time during working hours to submit to the Trust matters affecting the employees the employee represents and further shall be allowed reasonable time during working hours to attend to job matters affecting their union. A job delegate shall notify the Trust's representative and the union prior to the calling of any stop work meeting.
- 30.2 Prior to transfer or dismissal, excluding summary dismissal, 2 days' notice shall be given to any job delegate and their appropriate union. In the event of the union disputing the decision of management to transfer or terminate the services of the job delegate the employee shall remain on the job during which time the Industrial Relations Commission shall deal with the matter.

31. Fares and Travelling Time

- 31.1 When an employee, after reporting to the usual place of work, is required to perform work at another place the employee shall be paid all fares and travelling time incurred. When an employee is required to report for work at a place other than the usual place of work the employee shall be paid all fares reasonably incurred in excess of those the employee normally would incur attending at the usual place of work and shall be paid all travelling time in excess of that taken to reach the usual place of work.
- 31.2 Such allowances shall be paid in accordance with the rates specified in circulars released by the Department of Premier and Cabinet. The rates shall be based on the most recent circular released.

32. Income Protection Insurance

- 32.1 Persons employed in accordance with this Enterprise Award shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union parties to this Enterprise Award. It is a term of this Enterprise Award that the Trust will bear the costs of 1.27% (inclusive of GST) of gross weekly pay per week per member towards providing income protection insurance.

33. Grievance and Dispute Procedures

- 33.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be followed:
- 33.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:
- 33.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- 33.1.3 The matter is discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- 33.1.4 The matter is discussed between staff member(s), the union delegate or staff member's representative and the supervisor and/or manager. If the matter remains unresolved, then:
- 33.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 33.2 Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 33.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 33.4 At any stage of this procedure, the Trust may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 33.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 33.6 Normal work will continue without disruption while these procedures are followed.

34. Termination of Employment

- 34.1 In order to terminate the employment of an employee the Trust shall give to the employee the following notice or pay in lieu of notice except where the circumstances of termination of employment fall within the provisions of Clause 35 - Redundancy, of this Enterprise Award:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time notice is given with not less than two years continuous service, shall be entitled to an additional week's notice.

Payment in lieu of the notice above shall 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.

- 34.2 In order to terminate their employment an employee shall give the Trust two weeks notice or forfeiture of two week's wage,

- 34.3 Notwithstanding the provisions of subclause 34.1 the Trust shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

35. Redundancy

35.1 Application

35.1.1 This clause shall apply in respect of persons employed in the classifications contained in this Enterprise Award.

35.1.2 If the Trust employs 15 employees or more immediately prior to the termination of employment of employees, see subclause 35.4 - Termination of Employment of this clause.

35.1.3 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply to employees with less than one year's continuous service and the general obligation on the Trust shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

35.1.4 Notwithstanding anything contained elsewhere in this Enterprise Award, this Enterprise Award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

35.2 Introduction of Change

35.2.1 Trusts Duty to Notify

- (1) Where the Trust has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Trust shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Trusts workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs.

35.2.2 Trust's Duty to Discuss Change

- (1) The Trust shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause 35.2.1(1) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the Trust to make the changes referred to in subclause 35.2.1(1) of this clause.
- (3) For the purpose of such discussion, the Trust shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided

that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.3 Redundancy

35.3.1 Discussions Before Terminations

- (1) Where the Trust has made a definite decision that the Trust no longer wishes the job the employee has been doing done by anyone pursuant to subclause 35.2.1(1) and that decision may lead to the termination of employment, the Trust shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the Trust has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the Trust shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Trust shall not be required to disclose confidential information, the disclosure of which would adversely affect the Trust.

35.4 Termination of Employment

35.4.1 Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the Trust for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause 35.2.1(1) of this Enterprise Award.

- (1) In order to terminate the employment of an employee the Trust shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall 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.

35.4.2 Notice for Technological Change

This subclause sets out the notice to be applied to terminations by the Trust for reasons arising from "technology" in accordance with subclause 35.2.1(1) of this Enterprise Award:

- (1) In order to terminate the employment of an employee the Trust shall give to the employee 3 months notice of termination.
- (2) Payment in lieu of the notice above shall 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.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the Trust for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

35.4.3 Time Off During the Notice Period

- (1) During the period of notice of termination given by the Trust, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Trust, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

35.4.4 Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Trust until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

35.4.5 Statement of Employment

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

35.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the Trust shall notify Centrelink thereof as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

35.4.7 Centrelink Separation Certificate

The Trust shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink

35.4.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph 35.2.1 of subclause 35.2 above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the Trust may at the Trust's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

35.5 Severance Pay

35.5.1 Where an employee is to be terminated pursuant to subclause 35.4 of this clause, subject to further order of the Industrial Relations Commission, the Trust shall pay the employee the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the Trust shall pay in accordance with the following scale:

Years of Service Entitlement	Under 45 Years of Age
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service Entitlement	45 Years of Age and Over
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) "Weeks pay" means the all purpose rate for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances paid in accordance with Clauses 18 - Wage Rates and Employee Related Cost Savings; 19 - Allowances, 28 - Tools of this Enterprise Award.

35.5.2 Incapacity to Pay

Subject to an application by the Trust and further order of the Industrial Relations Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above.

The Commission shall have regard to such financial and other resources of the Trust concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 35.5 above will have on the Trust.

35.5.3 Alternative Employment

Subject to an application by the Trust and further order of the Commission, the Trust may pay a lesser amount (or no amount) of severance pay than that contained in subclause 35.5 above if the Trust obtains acceptable alternative employment for an employee.

36. Relationship to Parent Awards

- 36.1 It is agreed that this Enterprise Award shall supersede and operate to the exclusion of any other industrial instrument, including any parent award that may have previously applied to employees covered by this Enterprise Award. To avoid doubt, this Enterprise Award will prevail in the event of any

inconsistency between this Enterprise Award and the previous Enterprise and parent awards. Accordingly, it shall be read and interpreted as a stand-alone Enterprise Award.

37. Anti-Discrimination

- 37.1 It is the intention of the parties bound by this Enterprise Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 37.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the Enterprise Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 37.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 37.4 Nothing in this clause is to be taken to affect:
- 37.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
- 37.4.2 offering or providing junior rates of pay to person under 21 years of age;
- 37.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977* (NSW)
- 37.4.4 a party to this Enterprise Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 37.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.

NOTES:

- (a) The Trust and employees may also be subject to Commonwealth Anti-Discrimination legislation
- (b) 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"

38. Area, Incidence and Duration

- 38.1 This Enterprise Award rescinds and replaces the Sydney Cricket and Sports Ground Trust (Maintenance Staff) Award 2008, published 11 December 2009 (Volume 369 I.G. 980) as varied.
- 38.2 This Enterprise Award shall operate from the first full pay period on or after 9 October 2011 until 9 October 2014.

PART B**MONETARY RATES****Table 1 - Rates of Pay**

Classification	Current Rate of Pay \$	Rates operative on and from the First Full Pay Period On or after 9 October 2011 3.68% \$	Rates operative on and from the First Full Pay Period on or after 9 October 2012 3.68% \$	Rate operative on and from the First Full Pay Period or After 9 October 2013 3.68% \$
Carpenter Leading Hand	29.2133	30.2883	31.4029	32.5585
Carpenter	27.8727	28.8984	29.9618	31.0643
Electrician Leading Hand	32.2000	33.3849	34.6134	35.8871
Electrician	30.4845	31.6063	32.7694	33.9753
Electrician Apprentice	10.7453	11.1407	11.5506	11.9756
1st Year				
Electrician Apprentice 2nd Year	14.0222	14.5382	15.0732	15.6278
Year				
Electrician Apprentice 3rd Year	20.1282	20.8689	21.6368	22.4330
Year				
Electrician Apprentice 4th Year	23.0433	23.8912	24.7703	25.6818
Year				
Plumber Leading Hand	32.3240	33.5135	34.7467	36.0253
Plumber	31.2825	32.4336	33.6271	34.8645
Painter Leading Hand	29.2548	30.3313	31.4474	32.6046
Painter	27.6541	28.6717	29.7268	30.8207
Painter Apprentice 1st Year	10.1152	10.4874	10.8733	11.2734
Painter Apprentice 2nd Year	14.3614	14.8898	15.4377	16.0058
Painter Apprentice 3rd Year	18.6864	19.3740	20.0869	20.8261
Painter Apprentice 4th Year	20.9557	21.7268	22.5263	23.3552
Labourer Grade 2	24.4706	25.3711	26.3047	27.2727
Labourer Grade 3	26.1325	27.0941	28.0911	29.1248

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

SERIAL C7749

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA12/1 - Fairfield City Council Grade 11 Senior Manager Enterprise Agreement 2011**

Made Between: Fairfield City Council -&- Robert Cologna, Bradley Cutts, Stephen Frost, Anne Hall, Dianne Lucas, Andrew McLeod, David Niven, Michael Raby, Amanda Smith, Anthony Smith, Ross Smith, Petra Tinker, George Vlamis, Anthony Walker, Ross Wilson.

New/Variation: Replaces EA00/239.

Approval and Commencement Date: Approved and commenced 31 October 2011.

Description of Employees: The agreement applies to Grade 11 Senior Managers, employed by Fairfield City Council, located at 86, Avoca Rd, Wakeley NSW 2176, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA12/2 - Kimbriki Environmental Enterprises Pty Ltd Administration Staff Enterprise Agreement 2012-2013

Made Between: Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/99.

Approval and Commencement Date: Approved 24 April 2012 and commenced 1 January 2012.

Description of Employees: The agreement applies to administrative employees employed by Kimbriki Environmental Enterprises Pty Ltd Kimbriki Road, Terrey Hills NSW 2084, who falls within the coverage of the Local Government (State) Award 2010.

Nominal Term: 17 Months.

EA12/3 - Kimbriki Environmental Enterprises Pty Ltd Operational Staff Enterprise Agreement 2012-2013

Made Between: Kimbriki Environmental Enterprises Pty Ltd -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/99.

Approval and Commencement Date: Approved 24 April 2013 and commenced 1 January 2012.

Description of Employees: The agreement applies to operational employees, that is Works Coordinators and Centre Attendants employed by Kimbriki Environmental Enterprises Pty Ltd, located at Kimbriki Road, Terrey Hills NSW 2084, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 17 Months.

EA12/4 - Eurobodalla Shire Council Care Workers Enterprise Agreement 2012

Made Between: Eurobodalla Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 30 April 2012.

Description of Employees: The agreement applies to Care Worker employees employed by Eurobodalla Shire Council, located at Vulcan Street, Moruya, NSW 2537, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 36 Months.

EA12/5 - Blacktown City Council Enterprise Agreement 2011

Made Between: Blacktown City Council -&- The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Development and Environmental Professionals' Association, United Voice, New South Wales Branch.

New/Variation: Replaces EA10/20.

Approval and Commencement Date: Approved and commenced 20 March 2012.

Description of Employees: The agreement applies to all employees employed by Blacktown City Council, located at 62 Flushcombe Road, Blacktown NSW 2148, who fall within the coverage of the Local Government (State) Award 2010.

Nominal Term: 21 Months.

EA12/6 - Fairfield City Council Domestic Garbage Collection Service Enterprise Agreement 2012

Made Between: Fairfield City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/101.

Approval and Commencement Date: Approved and commenced 2 March 2012.

Description of Employees: The agreement applies to all employees employed by Fairfield City Council, located at Avoca Road, Wakeley NSW 2176, who are engaged in the Council's domestic garbage service, who fall within the Local Government (State) Award 2010.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C7808

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA12/1 - Patrick Container Ports Pty Ltd and Transport Workers' Union Contract Agreement

Made Between: Patrick Container Ports Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved and commenced 2 April 2012.

Description of Employees: The contract agreement applies to all contracts of carriage entered into by contract carriers engaged by Patrick Container Ports Pty Ltd, located at 31 Cowper Street, Parramatta, NSW 2150, who fall within the coverage of the Transport Industry - General Carriers Contract Determination, Transport Industry (GST Protocol) Contract Determination and the Transport Industry - Redundancy (State) Contract Determination.

Nominal Term: 36 Months.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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