

STATE TRANSIT AUTHORITY DIVISION
OF THE NEW SOUTH WALES
GOVERNMENT SERVICE

SENIOR AND SALARIED OFFICERS'
ENTERPRISE (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application of the State Transit Division of the New South Wales Government Service
(No. IRC of 2009)

Before [Name]

[Date] [Month] 2009

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 2009" ("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 1B WAGES, ALLOWANCES AND RELATED MATTERS

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

SECTION 1C COMMUNICATION AND DISPUTE RESOLUTION

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

SECTION 1D EMPLOYMENT RELATIONSHIP

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

SECTION 1E LEAVE

32. Personal Leave
33. Annual Leave
34. 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 (ADO's)

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

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
Schedule D – Maintenance Structure
Schedule E - Signatories

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 Number	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 Employee 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.
- 4.8. Disciplinary Proceedings means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.
- 4.9. Employee means, where that term appears in
- PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer
 - 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
 - PART 3 of this Award: to all Senior Officers only.
- 4.10. Employer means the Division Head of the State Transit Authority Division of

the New South Wales Government Service.

- 4.11. Division means the State Transit Authority Division of the New South Wales Government Service.
- 4.12. 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.
- 4.13. NSW Act means the Industrial Relations Act 1996 (NSW) or succeeding Act.
- 4.14. 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.
- 4.15. 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.
- 4.16. Part-Time Employment has the meaning given that term by virtue of sub-clause 22.3 of this Award.
- 4.17. 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.
- 4.18. **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.
- 4.19. Picnic Day means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.20. 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
- 4.21. 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.
- 4.22. State Act means the Transport Administration Act 1988 (NSW) or succeeding Act.
- 4.23. Temporary Employment has the meaning given that term by virtue of sub-clause 22.13 of this Award.
- 4.24. Week means:
a) for an employee who is a Shift Worker, Sunday to Saturday.
b) for an employee who is not a Shift Worker, Monday to Friday.

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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, New South Wales & Australian Capital Territory (Services) Branch;
 - 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.
- 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. During the term of this Award, parties to the Award will not pursue any extra claims.

8. **Area, Incidence and Duration**

8.1. This Award has effect on and from the date of certification by the IRC.

8.2. The Nominal Expiry Date of this Award is 31 December 2011.

8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

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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 fulfillment 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 3.75% percent wage increase will apply to employees covered by this Award from 1 January 2009. A further 3.75% percent increase will apply from 1 January 2010 and a final increase of 3.75% percent will apply from 1 January 2011.
- 10.2. The wage 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 vehicle;

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 traveling 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
1C. 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 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 recognised as the accredited representative of the union to which they belong;
- 21.1.2. an accredited delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
- 21.1.3. subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
- 21.1.4. the general nature of the matters affecting employees and the probable time of absence should be indicated to the supervisor;
- 21.1.5. delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the 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.

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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 Union's 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 mechanism 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 one 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 pulling and selection process;
 - introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;
 - enhance 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.

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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 lodgment of forms, such as leave application, course application, higher duties, resignation forms;
 - lodgment 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 facto 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 when 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

32.20. 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.

32.21. 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.
- 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
- Applies 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. 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

- 36.11. 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 unexpired 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 sub-clause 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 ADO 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 fulfill 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. The revised structure for the Maintenance Division, which replaces the employer’s previous organisational structure of its Maintenance Division, is shown in the organisation chart at **Schedule D** of this Award. Position Descriptions for the following new positions have been developed:
- Regional Fleet and Facilities Manager
 - Depot Service Manager
 - Depot Service Coordinator

- Regional Fleet Condition Officer

- 52.2. As a component of the revised structure, the bus fleet inspection process, formerly known as S1 Safety Inspections, will be undertaken by Regional Fleet Condition Officers.
- 52.3. The position of Leading Hand was introduced by the employer as a component of the revised structure.

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.

DRAFT ONLY

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 mistime 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 8 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 traveling 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.

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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.

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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 with 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.

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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.

4. 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 to 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. **Transport Operations Centre Qualification Training**

- 90.1. The employer will provide periodical training for employees who wish to work in the Transport Operations 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 Transport Operations Centre.
- 90.4. Applicants who successfully complete the training will participate in a Transport Operations 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 Transport Operations Centre. This will be done on a rotational basis through the development pool.
- 90.7. Qualified employees may be asked to work in the Transport Operations 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 grow 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 alteration 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 MOLT/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. Sydney Radio Room Roster Principles

93.1. These principles only apply to those employees that are classified, or acting, as Radio Room Supervisors 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 supervisor duties should be rostered first on a rotational basis. The suitability of a Radio Room Operator to act in the Supervisor's position will be at the discretion of management in consultation with a Radio Room Supervisors and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Supervisor on that shift unless a mutual swap is arranged with a Supervisor 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 Radio Room Supervisor or 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 Radio Room 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 Radio Room Supervisor or Operator rostered off on the day and the employer determine that the shift must be covered, overtime can be offered to Radio Room Supervisors or Operators 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 Radio Room 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.

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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 voided 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 not 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.

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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.

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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.

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Schedule A – Senior Officers’ Pay rates

Includes 3.75% increase applied 1 January 2009

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$ 68,332	\$ 70,711	\$ 73,260	\$ 76,108	\$ 79,414
B	\$ 78,671	\$ 81,265	\$ 84,074	\$ 87,148	\$ 90,482
C	\$ 87,724	\$ 90,598	\$ 93,731	\$ 97,040	\$ 100,622
D	\$ 97,469	\$ 100,662	\$ 104,084	\$ 107,974	\$ 112,185
E	\$ 107,219	\$ 110,784	\$ 114,889	\$ 119,353	\$ 124,284
F	\$ 119,055	\$ 123,013	\$ 127,420	\$ 132,243	\$ 137,624
G	\$ 130,054	\$ 134,644	\$ 139,671	\$ 144,957	\$ 150,814

Includes 3.75% increase applied 1 January 2010

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$ 70,894	\$ 73,362	\$ 76,107	\$ 78,962	\$ 82,392
B	\$ 81,621	\$ 84,313	\$ 87,227	\$ 90,416	\$ 93,876
C	\$ 91,113	\$ 94,995	\$ 97,245	\$ 100,680	\$ 104,395
D	\$ 101,124	\$ 104,437	\$ 107,987	\$ 112,023	\$ 116,392
E	\$ 111,240	\$ 114,939	\$ 119,197	\$ 123,829	\$ 128,945
F	\$ 123,520	\$ 127,626	\$ 132,198	\$ 137,202	\$ 142,785
G	\$ 134,931	\$ 139,693	\$ 144,909	\$ 150,393	\$ 156,470

Includes 3.75% increase applied 1 January 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$ 73,553	\$ 76,114	\$ 78,857	\$ 81,923	\$ 85,482
B	\$ 84,681	\$ 87,474	\$ 90,498	\$ 93,807	\$ 97,396
C	\$ 94,426	\$ 97,520	\$ 100,892	\$ 104,455	\$ 108,310
D	\$ 104,916	\$ 108,354	\$ 112,037	\$ 116,224	\$ 120,757
E	\$ 115,412	\$ 119,249	\$ 123,667	\$ 128,472	\$ 133,780
F	\$ 128,152	\$ 132,412	\$ 137,155	\$ 142,347	\$ 148,140
G	\$ 139,991	\$ 144,931	\$ 150,343	\$ 156,033	\$ 162,337

These rates do not include the Industry Allowance

Schedule B – Salaried Officers’ Pay rates

Clerk Grade 1	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$36,163	\$37,519	\$38,926
2nd year	\$37,755	\$39,170	\$40,639
3rd year	\$39,005	\$40,467	\$41,985
4th year	\$40,613	\$42,136	\$43,716
5th year	\$41,694	\$43,258	\$44,880
6th year	\$42,944	\$44,555	\$46,225

Clerk Grade 2	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$43,552	\$45,185	\$46,879.83
2nd year	\$44,159	\$45,815	\$47,533

Clerk Grade 3	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$44,934	\$46,611	\$48,367
2nd year	\$46,030.76	\$47,756.92	\$49,548
3rd year	\$46,819.91	\$48,536	\$50,356

Clerk Grade 4	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$47,709	\$49,499	\$51,355
2nd year	\$48,944	\$50,779	\$52,684
3rd year	\$50,271	\$52,156	\$54,112

Clerk Grade 5	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$51,345	\$53,270	\$55,268
2nd year	\$53,351	\$55,352	\$57,428
3rd year	\$54,996	\$57,058	\$59,198

Clerk Grade 6	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$56,080	\$58,183	\$60,365
2nd year	\$57,631	\$59,792	\$62,034
3rd year	\$59,806	\$62,048	\$64,375

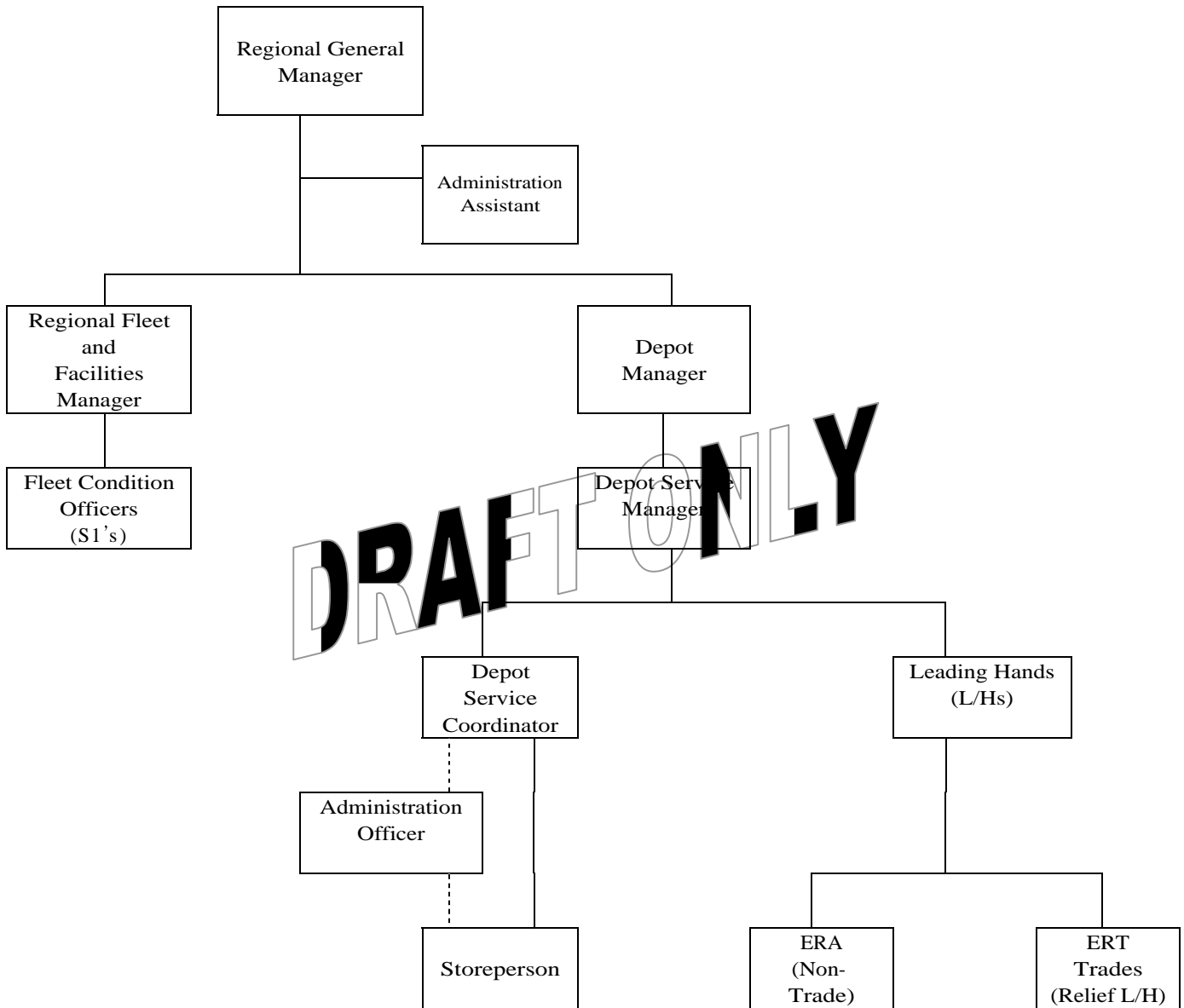
Clerk Grade Special	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$60,882	\$63,165	\$65,533
2nd year	\$64,102	\$66,506	\$69,000
3rd year	\$67,356	\$69,881	\$72,502

These rates do not include the Industry Allowance

Schedule C – Allowances

Item	Description	1- Jan- 2009	1- Jan- 2010	1- Jan- 2011
1	Shift Work Allowance			
	Afternoon Shift	\$ 2.85	\$ 2.96	\$ 3.07
	Night Shift	\$ 3.32	\$ 3.44	\$ 3.57
	Early Morning Shift	\$ 2.85	\$ 2.96	\$ 3.07
2	Shift Work Loading	\$ 2.18	\$ 2.26	\$ 2.35
3	Industry Allowance	\$2,076	\$2,154	\$2,235
4	Uniform Allowance			
	Complimentary Initial Issue:	<ul style="list-style-type: none"> • 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 a six monthly basis) is equivalent to the cost of purchasing:	<ul style="list-style-type: none"> • 2 trousers • 3 shirts • 1 jacket 		
Note: Personal Protective Equipments (PPE) is subject to State Transit Fair Wear and Tear policy				

Schedule D – Maintenance Structure



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Schedule E - Signatories

Signed for and on behalf of the Division Head of the State Transit Authority Division of the New South Wales Government Service.

.....
Ms Caroline Van Til
General Manager, Human Resources
Dated this th day of July 2009.

Signed for and on behalf of the Australian Rail, Train and Bus Industry Union (Salaried and Senior Division)

.....
Mr Nick Lewocki
Branch Secretary
Dated this th day of July 2009.



Signed for and on behalf of the Australian Services Union

.....
Ms Sally McManus
Secretary
Dated this th day of July 2009.

Signed for and on behalf of the Association of Professional Engineers, Scientists and managers of Australia

.....
Ms Catherine Bolger
Director, Transport Division
Dated this th day of July 2009.

Page: 5

[a1] Review to ensure the definitions are correct and up to date.

Page: 7

[a2] ASU to check official name

Page: 72

[a3] To be reviewed, PA has been introduced