



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

## **Keolis Downer Northern Beaches Pty Ltd & Australian Rail, Tram and Bus Industry Union** (AG2022/173)

### **KDNB BUS OPERATIONS ENTERPRISE AGREEMENT 2021**

Passenger vehicle transport (non rail) industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 17 FEBRUARY 2022

#### *Application for approval of the KDNB Bus Operations Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement to be known as the *KDNB Bus Operations Enterprise Agreement 2021* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Keolis Downer Northern Beaches Pty Ltd (**Employer**) and the Australian Rail, Tram and Bus Industry Union. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings dated 16 February 2022. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Passenger Vehicle Transportation Award 2020*), and that the undertakings will not result in substantial changes to the Agreement.

[3] The Australian Rail, Tram and Bus Industry Union (**RBTU**), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers this organisation.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 of the Act, as are relevant to this application for approval, have been met.

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 February 2022. The nominal expiry date of the Agreement is 31 December 2025.



DEPUTY PRESIDENT

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## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/173

**Applicant:** Keolis Downer Northern Beaches Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Damien North, Group Manager Industrial Relations, have the authority given to me by Keolis Downer Northern Beaches Pty Ltd, to give the following undertakings with respect to the *KDNB Bus Operations Agreement 2021* ("the Agreement"):

1. The reference to "any issue that directly affects the interests of any of the Parties" shall be taken to include any disputes relating to the Agreement and/or the NES.
2. Employees will be entitled to be represented at all stages of the dispute resolution procedure.
3. Employees covered by this Agreement will not be engaged as apprentices.
4. Employees covered by this agreement will not be engaged on junior rates of pay.
5. In respect of part time employees who are not Bus Operators, clause 3.3 of the Agreement shall be read so as to incorporate clause 10 of the *Passenger Vehicle Transportation Award 2020*.

Signature



DATE: 16/02/22

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

## **KDNB BUS OPERATIONS AGREEMENT 2021**

### **AGREEMENT**

#### **1. Title**

This Agreement shall be known as the Keolis Downer Northern Beaches Pty Ltd "KDNB Bus Operations Enterprise Agreement 2021" ("the Agreement").

#### **2. Arrangement**

Clause No.      Subject Matter

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## PART A

### SECTION 1 - APPLICATION AND OPERATION OF AGREEMENT

#### 3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the Employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an Employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employer" or "KDNB" means Keolis Downer Northern Beaches Pty Ltd.
- 3.5 "Employee" means a full-time, part-time, temporary or casual Employee employed by KDNB in a classification listed in Part B, Table 1 of this Agreement, and includes a former classification previously abolished, but recognised for the purpose of clause 19 of this Agreement.
- 3.6 "Ordinary rates" shall mean the rates, which the Employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.7 "Parties" mean the Employer, the Employees and the RTBU
- 3.8 "RTBU" means the Australian Rail, Tram and Bus Industry Union, NSW Branch.
- 3.9 "Shift worker" means an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift penalty payment, or an Employee who works regularly to a roster which provides for work being performed on the basis of six days a week (Monday to Saturday – Bus Operations) or seven days a week (Sunday to Saturday – Employees covered in 27.4 of this Agreement).
- 3.10 "KDNB" means the Employer.
- 3.11 "Union" shall mean the RTBU.

#### 4. Anti-Discrimination

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

- 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
  - 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 4.4.4 A party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 4.5.1 Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
  - 4.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

## 5. Parties Covered, Scope, Incidence and, Duration

- 5.1 The parties covered by this Agreement are:
- Keolis Downer Northern Beaches Pty Ltd (the **Company** or **Employer**).
  - Persons employed by the Company whose classification is listed in Part B, Table 1, and who are based in depots located in Sydney, New South Wales (**Employees**).
  - the Australian Rail, Tram and Bus Industry Union, NSW Branch (**the Union**).
- 5.2 This Agreement shall operate to the exclusion of any and all other industrial instruments, including but not limited to enterprise agreements and modern awards that might otherwise apply, or that applied in the past, to Employees, including the terms of the *Passenger Vehicle Transportation Award 2010 (Modern Award)*,
- 5.3 It is a term of this Agreement that the Employees covered by this Agreement shall have their conditions maintained to not less than those prescribed in the National Employment Standards (NES). Should any provision of this Agreement be interpreted in a manner that is less beneficial than or inconsistent with the NES, then the corresponding term of the NES shall apply to the extent of the inconsistency.
- 5.4 This Agreement shall commence operation 7 days after the date of approval of the Fair Work Commission (FWC). and shall remain in force until 31 December 2025.

## 6. No Extra Claims

- 6.1 The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the FWC or any other industrial tribunal.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

## SECTION 2 - EMPLOYMENT RELATIONSHIP

### 7. Skills Competency

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

## **8. Recruitment and Employment**

### **8.1 Types of Employment:**

Employees will be employed in one of the following categories:

- a) Permanent full-time
- b) Permanent part-time
- c) Casual
- d) Temporary

Temporary Employees may be engaged on a Full-Time (employed to work 38 ordinary hours per week) or Part-Time (employed to work less than 38 ordinary hours per week)

At the time of engagement, the Employer will inform each Employee of the terms of their employment and whether they are full-time, part-time or casual and their hours of work.

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

## **9. Establishment of Additional Part Time and Casual Work**

- 9.1 There shall be a limit of 22% of total Bus Operators at each Depot who may be engaged on arrangements other than full-time i.e. part-time or casual Bus Operators.

- 9.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.

## **10. Job Share**

- 10.1 The Parties agree to enable Employees covered under this Agreement, to participate in job share arrangements where possible. The intention of the Parties is to improve Employee retention rates by providing more flexible patterns of work through job share arrangements, with particular emphasis on:

- (a) Employees contemplating a reduction in working hours prior to retirement; and
- (b) Employees needing to balance work commitments and family responsibilities.

- 10.2 Job share arrangements must be agreed to by the Employees' manager and be documented in writing.

- 10.3 A job share arrangement will lapse in the event that either one of the participants returns to full-time work, transfers to another line of work or position, or exits KDNB.

## **11. Casual Bus Operator**

- 11.1 A casual Bus Operator is to be employed by the day.

- 11.2 A casual Bus Operator working ordinary time will be paid an hourly rate contained in Table 5, calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent. The loading constitutes part of the casual Bus Operator's all-purpose rate.

- 11.3 A casual Bus Operator will be employed for no more than six shifts per week.

- 11.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per day.

- 11.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 11.6 A casual Bus Operator who attends duty as requested, and who is told upon such attendance that he/she is not required on that day shall be paid a minimum of three hours.
- 11.7 A casual Bus Operator will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of part-time Bus Operators.

## **12. Permanent Part-Time Bus Operator**

- 12.1 A permanent part-time Bus Operator is a Bus Operator who:
- (i) works less than full-time hours of 38 per week; and
  - (ii) has reasonably predicted hours of work; and
  - (iii) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 12.2 The Parties agree that part-time Employees can be utilised to perform work in excess of their daily agreed hours if full-time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.
- 12.3 It is agreed that new Employees offered part-time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 12.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.
- 12.5 At the time of engagement, the Employer and the regular part-time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 12.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate school vacation times, service reviews etc. When this occurs, actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable, the Employee is to be allocated shifts which have hours of work as near as possible to the Employee's current contract of employment.
- 12.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 12.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 11.
- 12.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Agreement.
- 12.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greater.
- 12.11 Where the employer intends to re-allocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.

- 12.12 Four weeks notice is to be given to the local union representative, where it is the intention of the manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at branch divisional level.
- 12.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

### **13. Temporary Bus Operator**

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

### **14. Supervision of Special Events**

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

## **SECTION 3 – WAGES AND RELATED MATTERS**

### **15. Wages and Wage Increases**

- 15.1 Subject to this clause, wage rates at Part B – Table 1 Weekly Wage Rates (Table 1) – for classifications listed in Table 1 will be adjusted as set out below:
- i) From the First Full Pay Period commencing on or after 1 January 2022 an increase of 2.04%, and
  - (ii) From the First Full Pay Period commencing on or after 1 January 2023: a percentage increase consistent with the Wage Price Index\* (WPI) percentage increase of March 2022.
  - (iii) From the First Full Pay period commencing on or after 1 January 2024: a percentage increase consistent with the Wage Price Index\* (WPI) percentage increase of March 2023

- (iv) From the First Full Pay period commencing on or after 1 January 2025: a per centage increase consistent with the Wage Price Index\* (WPI) per centage increase of March 2024, plus an additional 0.5%.
- (v) To avoid any doubt, there will be no reduction in Wage Rates should the reported WPI decrease.

*\*The March Quarter index. ABS Quarterly Wage Price Index Cat.6345 Table 5b (Private and Public; Transport, postal and warehousing)*

- 15.2 Wages shall be paid fortnightly by Electronic Fund Transfer into their nominated bank account(s).
- 15.3 KDNB provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from Employees. This service is provided free of cost to the Employee and KDNB agrees to continue to provide this service for the duration of this Agreement.

#### **16. Rates of Pay for Bus Trainees**

- 16.1 Employees who commence employment on a Bus Traineeship shall be paid the classification of 'Bus Operator Trainee', and following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.
- 16.2 KDNB may in its discretion use recognition of prior learning for relevant units in determining competency.

#### **17. Income Protection**

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

#### **18. Superannuation**

- 18.1 Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), as amended from time to time (**Superannuation Legislation**), deal with superannuation rights and obligations.
- 18.2 The Employer will make superannuation contributions (**Compulsory Contributions**) in accordance with Superannuation Legislation to any superannuation fund (as defined in the Superannuation Legislation (**Fund**) chosen by the Employee.

- 18.3 An Employee choosing a Fund, other than the Default Fund (Aware Super) will be required to furnish sufficient evidence to the Employer to determine that the chosen Fund meets the requirements of Superannuation Legislation as amended from time to time.
- 18.4 An Employee may elect, subject to the agreement of the Employer, to salary sacrifice on a pre-tax basis a specific amount of their base wage paid under this Agreement to additional superannuation payments. Such an election must be made in writing by the Employee, addressed to the Employer, and shall specify a fixed dollar amount.
- 18.5 Any salary sacrifice arrangement entered into by an Employee under this clause is subject to applicable taxation and Superannuation Legislation as amended from time to time.
- 18.6 Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.
- 18.7 Where an Employee does not inform the Employer of their superannuation fund, or an Employee is not a member of a superannuation fund at the time they commence employment with the Employer, the Employer will make contributions to the Aware Super fund.

### 19. Salary Sacrifice

- 19.1 Notwithstanding the wages prescribed in this Agreement, an Employee, other than a temporary or casual, may elect, subject to the agreement of KDNB, to sacrifice a portion of the base wage payable under this Agreement to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.
- 19.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:
- a. subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
  - b. any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under the Agreement or any applicable Agreement, 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 Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 19.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- a. paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or
  - b. subject to the KDNB's agreement, paid into a private sector complying superannuation scheme as Employer superannuation contributions.
- 19.4 Where an Employee elects to salary sacrifice in terms of sub-clause 19.3, KDNB will pay the sacrificed amount into the relevant superannuation fund.
- 19.5 Where the Employee is a member of a superannuation scheme established under:
- a. the Superannuation Act 1916;
  - b. the State Authorities Superannuation Act 1987;
  - c. the State Authorities Non-contributory Superannuation Act 1987; or
  - d. the First State Superannuation Act 1992,
- 19.6 KDNB will ensure that the amount of any additional Employer superannuation contributions specified in sub-clause 19.3 is included in the Employee's superable salary, which is notified to the New South Wales

public sector superannuation trustee corporations.

- 19.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee had entered into an agreement with KDNB to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 19.5, KDNB will continue to base contributions to that fund on the base wage payable under this Agreement 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 KDNB may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **20. Salary Arrangements for Former Classifications**

- 20.1 This clause deals with salary maintenance arrangements for the following Employee classifications, which have been abolished:
- a. Customer Service Co-ordinator Level 1 (CSC 1);
  - b. Conductor;
  - c. Airport Co-ordinator;
  - d. Customer Service Liaison (Kiosk);
  - e. Customer Service Liaison (Explorer);
  - f. Explorer Bus Operator.
- 20.2 The Employee classifications listed in sub clause 20.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Agreement, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Agreement, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver and Bus Parker positions.

## **21. Career Paths**

- 21.1 Where an Employee covered under this Agreement takes up an Apprenticeship or Traineeship within KDNB, the Employee will maintain their current rate of pay under this Agreement, until the pay rate in the new position has exceeded the afore-mentioned rate.
- 21.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 21.1 herein are otherwise covered by the relevant Agreement for the work performed.
- 21.3 KDNB will provide guidance to Employees covered by this Agreement:
- a. in the preparation of resumes, job applications and the interview process; and
  - b. regarding career opportunities and professional development.

## **22. Acting Out of Classification**

- 22.1 An Employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 22.2 The conditions applying to the classification in which an Employee acts shall be their conditions whilst so acting.
- 22.3 An Employee who acts in a higher-grade position for a continuous period of 124 working days shall be

paid at the higher rate for any period of annual leave falling within the same twelve-month period.

### **23. Excess Travelling Time**

- 23.1 Employees covered under this Agreement when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 23.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 23.1 of this clause.
- 23.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the Employee is employed for the day.

### **24. Attending for Duty**

- 24.1 "Commences Duty" means an Employee has attended for duty as instructed, collected their journal and signed on at the Depot and where required, the Bus Operator Console (BOC) in accordance with the rostered commencement time.
- 24.2 An Employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the Employee personally that they were not required for duty.
- 24.3 An Employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours' pay.
- 24.4 An Employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the Employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 24.5 A casual Employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 24.6 A permanent part-time Employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time Employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 24.7 A temporary part-time Employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part-time Employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

### **25. Attending Court**

- 25.1 An Employee who has been notified to attend any court, as a witness for, or at the request of the Employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
  - a. unless the Employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the Employee reports as directed at the court or such other place as they may be instructed.
  - b. all time occupied from signing on until signing off at the Employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the

purpose of payment as time worked and is to be paid for at the appropriate rate for the day.

- c. when the Employee would have been employed in a higher grade, but for attending court, the Employee is to be paid for under 25.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 25.1(i)
- d. where the Employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
- e. where Employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
- f. where the Employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

#### **26. Making Reports**

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

#### **27. Attending Office**

- 27.1 An Employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.
- 27.2 The provisions of this clause do not apply to an Employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 27.3 Where the Employee attends and the distance travelled exceeds the distance from the Employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

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

#### **28. Hours of Work**

- 28.1 Subject to the provisions of this clause, a full-time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 28.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 28.3 Employees on a Six Day Roster:
  - 28.3.1 The provisions of this subclause apply to all full-time Employees covered under this Agreement, except those covered under subclause 28.4.

- 28.3.2 Except as provided in 28.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 28.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week cycle, excluding Sundays. This enables Employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances is to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.
- 28.4.1 Except as provided in 28.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.
- 28.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.5 Length of shift.
- The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.
- 28.6 Length of shift - broken shifts.
- On any broken shift portion the ordinary hours of duty shall be no greater than five.
- 28.7 The maximum spread of hours on any broken shift shall be 12.
- 28.8 Interval between shifts.
- No Employee shall be called upon to begin a new shift without having been off duty for at least ten consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.
- 28.9 Hours of work before and after meal break - Straight and Broken shifts.
- 28.9.1 Straight shifts - where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- 28.9.2 Broken shifts - where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.
- 28.10 "Penalty payments" - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.

## **29. Saturday and Sunday Time**

- 29.1 Ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 29.2 Time worked on Sundays will stand alone and shall be paid for at the rate of double time.
- 29.3 Notwithstanding anything provided for elsewhere in this Agreement, the Employer shall not be required to pay more than double-time in respect of any work performed between midnight on Saturday and midnight on Sunday.

## **30. Contingent Arrangements for Major Incidents Affecting Services**

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

- a. natural disasters;
  - b. bush fire emergencies;
  - c. major rail and road disruption;
  - d. civil disturbances.
- 30.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Agreement.

### **31. Overtime**

- 31.1 Subject to sub-clause 31.2 an Employer may require an Employee to work reasonable overtime at overtime rates.
- 31.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- a. any risk to Employee health and safety;
  - b. the Employee's personal circumstances including any family responsibilities;
  - c. the needs of the workplace or enterprise; and
  - d. any other relevant matter.
- 31.3 All time worked:
- a. in excess of eight hours fifteen minutes in any shift;
  - b. in excess of 38 hours in any week; or
  - c. in excess of 40 hours in any week when five shifts are worked, or in excess of 32 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four-week work cycle,
- shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter.
- 31.4 Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 31.5 An Employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before
- 31.6 5.30 am shall, upon request, be provided by the Employer with transport to or from the Employee's place of residence.

### **32. Working of Voluntary Overtime**

- 32.1 Subject to any statutory or regulatory limits on driving hours and clause 75 (Fatigue Management), a Bus Operator may work voluntary overtime.
- 32.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.
- 32.3 KDNB will establish a record book at each depot, in the Duty Office, for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.

- 32.4 Should additional work be allocated, it is to be allocated to full-time staff in the first instance. If no full-time employee is available, then a part-time employee, and if no part-time employee is available, then casual Employees may be allocated the additional duties.

### **33. Cancellation of Rostered Day Off**

- 33.1 Subject to subclause 31.2, the Employer may require an Employee to work reasonable overtime on a rostered day off.
- 33.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the Employer may call upon Employees to work without such notice.
- 33.3 Provided that 48 hours notice is given by the Employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an Employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 33.4.
- 33.4 When an Employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.
- 33.5 Upon an Employee becoming aware that they are required to work on their rostered day off, the Employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 33.1 shall not apply.
- 33.6 An Employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the Employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 33.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 33.4 will not apply.

### **34. Time Off in Lieu of Payment for Overtime and Make Up Time**

- 34.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 34.2 Alternatively, by agreement with the Employer, the Employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 34.3 The Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime as prescribed in 31.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 34.4 The Employer shall record time off in lieu arrangements for each time this provision is used.
- 34.5 Make up time.
- 34.5.1 An Employee may elect, with the consent of the Employer, to work make up time under which the Employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Agreement.
- 34.5.2 An Employee on shift work may elect, with the consent of their Employer, to work make up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

### **35. Shift Penalties**

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

### **36. Meal Breaks**

- 36.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 36.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 36.3 Meal breaks shall be given where practicable in the order in which Employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 36.4 Where the distance from the place of relief for meals to the Employee's depot or meal room provided by the Employer exceeds 90 metres, the Employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.
- 36.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 36.6 Employees working broken shifts shall not be provided with time for a meal break.
- 36.7 A crib shall be taken in the Employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 36.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

## **SECTION 5 - ALLOWANCES**

### **37. Uniforms**

- 37.1 Employees (other than those who have already been provided with a uniform by KDNB prior to the commencement of this Agreement) will be provided with a uniform in accordance with PART B – Table 3.
- 37.2 All Bus Operator Employees are required to wear the current approved bus operations uniform at all times whilst on duty.

37.3 Uniforms will be replaced on a fair wear and tear basis.

### **38. Industry Allowance**

- 38.1 Employees, other than Casual Employees, covered by this Agreement, shall be paid an Industry Allowance as set out in Part B, Item 1 of Table 2, of this Agreement.
- 38.2 Permanent and temporary part-time Employees covered by this Agreement, shall be paid the Industry Allowance on a pro rata basis, based on the proportion of full-time hours worked.
- 38.3 The Industry Allowance is paid for all purposes and has been incorporated into Table 1 - Indicative Wage Rates for Permanent and temporary part-time Employees.

### **39. High Capacity Allowance**

- 39.1 An employee who operates a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles (High Capacity), shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Agreement.
- 39.2 An Employee who operates a high capacity (a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles) bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Agreement, for the period of the paid leave.

## **SECTION 6 - ROSTERS AND RELATED MATTERS**

### **40. Service Reliability**

- 40.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet KDNB's contractual obligations with Transport for New South Wales. Management and the local Union delegates will continue to monitor early and late running time.
- 40.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 40.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 40.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 40.2 and 40.3 herein.
- 40.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 40.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Agreement, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

### **41. Standing Time for Sydney**

- 41.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Agreement.
- 41.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.

41.3 Non-Critical Peak Periods.

41.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.

41.3.2 Non-critical peak periods are all times outside the intent of clause 41.4 and Saturdays and Sundays.

41.4 Critical Peak Period Times - Monday to Friday.

41.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and Union delegate.

41.5 Late Running.

41.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 40.2 and 40.3 of this Agreement.

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

41.6 Unaffected Routes.

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

## 42. Rosters

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

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

(i) In an effort to allocate staff on these relief lines, work of a similar kind, the annual leave allocation for Bus Operators will, as far as practicable and subject to operational requirements, be based on the shift types in 42.2.

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

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

(iv) Bus Operators appointed to the DAR rosters shall receive the Senior Bus Operator rate of pay while they are on the DAR rosters.

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

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

- 42.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the Employer.
- 42.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 42.9 and 42.19.
- 42.7 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.
- 42.8 For the purposes of subclause 42.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.
- 42.9 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 28 days in advance of the introduction of the adjustments.
- 42.10 Where, because of an emergency, the Employer cannot post the duty roster within the required 28 days it shall notify the employees and the Unions.
- 42.11 This clause shall not apply to school specials or charter hiring.
- 42.12 No alteration shall be made to the work of any Employee covered under this Agreement, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an Employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an Employee has two days off together, they may be advised of any alteration of their work on the first of their days off.
- 42.13 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 42.14 No Employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or Public Holiday for the provision of services for sporting events.
- 42.15 In the event of an Employee applying for leave on a Public Holiday and such leave is granted, the employee shall not be required to work on that Public Holiday.
- 42.16 Employees covered under this Agreement are required to provide at least one hour's notice of non-attendance for work.
- 42.17 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage Employees to commence late with advice rather than not attending for duty.
- 42.18 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late Employee is provided with another shift, they shall be deducted only for the actual time lost.
- 42.19 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

### **43. Daily Maintenance of Rosters**

- 43.1 All timetabled work is to be rostered; all known work associated with passenger timetables, including the driving portions of exclusive shifts, is to be rostered. Where work is not associated with passenger timetables the coverage of such shifts/work will be at the discretion of local management except for the following:

43.1.1 Union and Institute Secretary Shift:

- (a) bus driving portion of shift is to be covered.
- (b) Where it is known in advance the union/institute shift will be vacant, the total shift is to be covered. Where it is not known in advance, the union, institute and part shed (non parking) portions on the first day may not be covered with subsequent days to be covered.

43.1.2 Yard Supervisors: all full shifts are to be covered.

#### **44. Roster Committees**

- 44.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 44.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that KDNB needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the Unions will occur as soon as information is presented.
- 44.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 44.4 Before week one, as defined in 45.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
  - (b) too much operating time allocated;
  - (c) too many or too few buses to meet the patronage demand; or
  - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 44.5 Following the process outlined in 44.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 44.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

#### **45. Roster Changes**

- 45.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 45.2 Subject to Clause 17 (Income Protection), it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Agreement prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 45.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the Employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 45.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;

- (ii) in week 2 - Scheduler is to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
  - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 45.5 Rosters will be worked where they comply with this Agreement and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

#### **46. Training Rosters**

- 46.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimising the variance in daily hours of work.
- 46.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney, it is recognised by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.
- 46.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
  - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and KDNB's contractual obligations.
- 46.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 46.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on a line of work outside the Training Roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Trainers.

#### **47. New Year's Eve Rostering Arrangements**

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

#### **48. Exclusive Shifts**

- 48.1 It is agreed that the following Exclusive shifts will continue for the duration of this Agreement in accordance with Part B, Table 6 of this Agreement:
- (i) Union shift;
  - (ii) Institute shift;
  - (iii) Yard Supervisor shift;
  - (iv) Sign On shift, some depots only (while the current incumbent remains);
  - (vi) Senior Bus Operator Yard Shift;

- 48.2 Where an Exclusive Shift has been created to accommodate an individual or class of Employees whose position has been abolished, the Exclusive Shift shall cease to operate when the affected Employee/s cease to be employed by the Employer or the Employee transfers or moves to another position.

#### **49. Route Networking**

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

#### **50. Regionally Optimised Timetabling**

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

#### **51. Special Hirings**

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

#### **52. Charter Work**

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

#### **53. Sign on and Sign Off Times**

- 53.1 Meal break times and signing on and off allowances listed in Part B, Table 4 of this Agreement shall apply. The allowances listed in Part B, Table 4, apply to all shifts unless otherwise shown.

### **SECTION 7 - LEAVE AND PUBLIC HOLIDAYS**

#### **54. Annual Leave**

- 54.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 54.2 Annual leave accrues to an employee on a pro rata basis over a calendar year as shown below:
- shift work employees, as defined in clause 3, accrue five weeks annual leave per annum. For employees working to the ADO arrangement provided in 28.3.3, the five week leave is made up of 24 days annual leave and one ADO.
  - non-shift work employees accrue four weeks annual leave per annum. For employees working to

the ADO arrangement provided in 28.3.3, the four week leave is made up of 19 days annual leave and one ADO.

- 54.3 At least 75% of each group of Employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.
- 54.4 Payment for all leave due to an Employee who resigns, retires, dies or is dismissed shall be made as follows:
- a) in the case of retirement, resignation or dismissal - to the Employee;
  - b) in the case of death - to the Employee's spouse or partner, or if the employee does not leave a spouse or partner, to their legal personal representative, subject to State law.
- 54.5 All Employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 54.6 Any Employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Agreement, in addition to payment for such leave of absence.
- 54.7 Any other Employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Agreement, in addition to payment for such leave of absence.

#### **55. Long Service Leave**

- 55.1 Extended leave (**Long Service**) for Employees will accrue and be granted in accordance with section **68Q** of the *Transport Administration Act 1988*, together with Schedule 1 of the *Government Sector Employment Regulation 2014* or succeeding Act.
- 55.2 It is agreed that all Employees covered by this Agreement can access and take Long Service Leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 55.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Agreement.
- 55.4 The calculation of the days will be on a Monday to Friday basis.

#### **56. Personal/Carer's Leave Entitlement**

- 56.1 An employee accrues the following amount of paid personal/carers' leave:
- (a) during an Employee's first five years of service - 10 working days per year;
  - (b) during an Employee's sixth and seventh years of service - 12 working days per year; and
  - (c) for an Employee's further years of service - 17 working days per year.
- 56.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 56.3 Immediate family or household: the entitlement to use bereavement/ compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the Employee's family; or a member of the Employee's household. The term immediate family has the same meaning as provided in the *Fair Work Act 2009* (Cth) and includes:
- 56.3.1 a spouse or former spouse of the Employee; or
  - 56.3.2 a de facto spouse or former de facto spouse being a person who lives with or lived with the

Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee; or

56.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

56.3.4 a relative of the Employee who is a member of the same household, where for the purposes of this definition:-

- a. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- b. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- c. "household" means a family group living in the same domestic dwelling.

56.4 Notice requirement of non attendance relating to Personal/Carer's Leave: Employees covered under this Agreement are required to provide at least one hour's notice of non-attendance for work.

#### **57. Personal Sick Leave**

57.1 There is absolutely no intention by the Parties to target or place pressure on Employees who are in genuine need of sick leave.

57.2 An employee accrues the following amount of paid leave for absence due to personal illness or injury:

- (a) during an Employee's first seven years of service - 10 working days per year; and
- (b) during an Employee's further years of service - 15 working days per year.

57.3 Leave taken by an Employee under sub-clause 57.2 is deducted from the amount of personal /carer's leave under sub-clause 56.1

57.4 An Employee is entitled to use accumulated sick leave for personal sickness if the Employee has already used:

- (a) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- (b) the current year's personal /carer's leave entitlement.

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

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

#### **58. Carers' Leave**

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

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

- 58.3 The Employee must, if required by the Employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's Leave in excess of five days per annum, unless otherwise approved by the Employee's manager.
- 58.4 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.
- 58.5 The Employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 58.6 Each day or part day of Carer's Leave taken in accordance with sub-clause 58.1 is to be deducted from the quantum of Personal/Carer's Leave provided in sub-clause 56.1 up to a maximum of ten days per annum.
- 58.7 An Employee is entitled to use accumulated sick leave as paid Carer's Leave if the Employee has used the current year's personal/carer's leave entitlement. An exception to this is where an Employee has already taken ten days Carer's Leave in the current year.
- 58.8 An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

#### **59. Bereavement/Compassionate Leave**

- 59.1 An Employee is entitled to up to two days paid leave, on each occasion if a member of the Employee's immediate family or household dies.
- 59.2 Each day or part of a day used under 59.1 is deducted from the amount of personal/carer's leave under sub-clause 56.1.
- 59.3 An Employee is entitled to use accumulated sick leave as paid bereavement/ compassionate leave up to two days on each occasion when a member of the Employee's immediate family or household dies and the Employee has already used the current year's personal/carer's leave entitlement under sub-clause 56.1.
- 59.4 An Employee is entitled to use unpaid leave up to two days on each occasion when a member of the Employee's immediate family or household dies if, the Employee has already used the current year's personal/carer's entitlement under sub-clause 56.1 and no accumulated sick leave is available.
- 59.5 Proof of death must be provided to the satisfaction of the Employer, if requested.

#### **60. Purchased Leave for Personal or Family Needs**

- 60.1 The personal and family leave scheme is voluntary and available to all permanent Employees covered by this Agreement who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 60.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 60.3 All leave entitlements which accrue during an Employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 60.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 60.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the proceeding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the

hourly rate of pay.

- 60.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 60.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Agreement.
- 60.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 60.9 The definition of a week is Monday to Friday.
- 60.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 60.11 Employees will retain home and duty passes and other privilege passes whilst provided by TfNSW. These passes will not be provided by KDNB.

#### **61. Paid Maternity Leave**

- 61.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause.
- 61.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 61.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 61.4 An employee is entitled to a maximum of fourteen (14) weeks paid maternity leave at the base rate. The paid leave can be taken:
  - (i) in a lump sum payment at the commencement of maternity leave or;
  - (ii) as full pay on a fortnightly basis while on maternity leave or;
  - (iii) as half pay on a fortnightly basis while on maternity leave or;
  - (iv) in any combination of the above options.
- 61.5 Separate from paid maternity leave, an employee may be paid accrued Annual and/or Long Service Leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
  - (i) as full pay on a fortnightly basis while on maternity leave or;
  - (ii) as half pay on a fortnightly basis while on maternity leave or;
  - (iii) in any combination of the above options
- 61.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 61.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 61.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 61.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists. If the employee's position has ceased to exist during the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely comparable as possible, in status and pay, to that of the employee's former position.

- 61.10 An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.
- 61.11 An employee who gives birth prematurely is treated, where applicable, as being on maternity leave from the date they commence leave to give birth to the child, and any leave arrangements will need to be varied.
- 61.12 If an employee miscarries, sick leave provisions cover any absence from work. When an employee has exhausted sick leave credits, other forms of paid and unpaid leave can be taken.
- 61.13 If the birth is a still birth or the child dies prior to the completion of the paid maternity leave, the employee continues to be eligible for the balance of their paid maternity leave.
- 61.14 When an employee becomes pregnant while on parental leave, they are entitled to a further period of parental leave. Any remaining parental leave from the former birth lapses as soon as the new period of parental leave begins.
- 61.15 If an employee requests part-time work on return from maternity leave, KDNB will, where this is practical, provide part-time employment for the employee.
- 61.16 If an employee requests a job share arrangement on return from maternity leave, KDNB will, where practical, provide a job share arrangement for the employee.

## **62. Parental Leave**

- 62.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 62.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 62.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 62.4 Parental leave is 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 eight weeks at the time of the birth of the child;
  - for adoption leave, an unbroken period of eight weeks at the time of the placement of the child.
- 62.5 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 62.6 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 62.7 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave, except for Concurrent Parental Leave in 62.4.
- 62.8 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 62.9 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists. If the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely as possible comparable, in status and pay, to that of the employee's former position.
- 62.10 Out of Home Care Leave

- 62.10.1 Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- 62.10.2 Eligibility for a period of Out of Home Care Leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- 62.10.3 Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- 62.10.4 Out of Home Care leave commences at the date of placement of the child.
- 62.10.5 Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis.

### **63. Adoption Leave**

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

- 63.9 If an employee requests part-time work on return from adoption leave, KDNB will, where this is practical, provide part-time employment for the employee.
- 63.10 If an employee requests a job share arrangement on return from adoption leave, KDNB will, where this is practical, provide a job share arrangement for the employee.

#### **64. Altruistic Surrogacy Leave**

##### **64.1 General**

- 64.2.1 Employees are entitled to altruistic surrogacy leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the *Surrogacy Act 2010*.
- 64.2.2 Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.

##### **64.2 Paid Altruistic Surrogacy Leave**

- 64.2.1 Employees who have completed at least 40 weeks continuous service prior to the commencement of altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:
- (iv) fourteen weeks, or
  - (v) the period of altruistic surrogacy leave taken, whichever is the lesser period.
- 64.2.2 Leave may be taken at full pay, half pay or as a lump sum.

##### **64.3 Unpaid Altruistic Surrogacy Leave**

- 64.3.1 Employees are entitled to altruistic surrogacy leave for a maximum period of 12 months.
- 64.3.2 Employees who take altruistic surrogacy leave may also reach agreement with the Employer to also take leave:
- (vi) part-time for a period not exceeding two years; or
  - (vii) partly full-time and partly part-time over a proportionate period of up to two years.

##### **64.4 Specific evidentiary requirements applicable to taking altruistic surrogacy leave:**

- 64.4.1 Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);
- 64.4.2 At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;
- 64.4.3 A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and
- 64.4.4 A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

#### **65. Military Leave**

- 65.1 A permanent Employee, who is a current member of the Australian Armed Forces, may apply for Military Leave to undertake a period of service with the Australian Armed Forces as a member of the Reserves.

- 65.2 Unless otherwise provided, Military Leave attracts the same conditions of other forms of Leave Without Pay. One exception is that Employees on defence reserve service are not required to take any accrued leave concurrently with all or part of their Military Leave.
- 65.3 In normal circumstances, if an Employee who is a member of the Reserves wishes to undertake continuous full time service with the Australian Armed Forces, that is *voluntarily* undertaken under subsection 50(3) of the *Defence Act 1903*, subsection 32A (3) of the *Naval Defence Act 1903* or subsection 4J (3) of the *Air Force Act 1923*, the approval of leave is at the discretion of the Employee's manager (with appropriate HR delegation).
- 65.4 An Employee who undertakes continuous full time service with the Australian Armed Forces is **not** entitled to paid Military Leave or Top-Up Pay from KDNB.
- 65.5 Permanent Employees with a minimum of six months continuous service with KDNB and staff with continuous service with other State Government Departments and/or instrumentalities, may be entitled to receive up to 19 days Paid Military Leave for service with the Reserves.
- 65.6 The entitlement to paid Military Leave is calculated from 1 July to 30 June on each occasion. It does not accrue from year to year. The entitlement to Paid Military Leave is limited to the day(s) on which the Employee *would have ordinarily worked*, had it not been for the need for Military Leave.
- 65.7 Paid Military Leave is only paid upon:
- a) The presentation of a Training/Attendance Notice, and a Certificate of Attendance. and
  - b) The authorisation from the Employee's manager.
- 65.8 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.
- 65.9 Paid Military Leave is also **not** granted for attendance at military activities which occur after normal hours of duty or for days on which an Employee would not normally be on duty.
- 65.10 Employees not entitled to payment for Military Leave, who are required to attend military training and exercises as a member of the Reserves may be granted Military Leave Without Pay.

#### **"Top-Up" Pay**

- 65.11 When an employee entitled to Paid Military Leave has exhausted their entitlements, they may be eligible for Military Leave Without Pay and a 'Top-Up' payment paid by KDNB. 'Top-Up Pay' may be available where the employee received less money from the Defence Reservists than the net pay they would have received from KDNB for the same period, and the employee would ordinarily be required to work that day.
- 65.12 The following limitations apply to 'Top-Up' pay:
- 64.12.1 'Top-Up' pay is only available where an employee receives less money from the Defence Reserve than the ordinary net pay they would have received from KDNB for the same period but excludes payments for shift loadings, allowances, penalty payments and overtime had the employee earned would they have worked for KDNB.
  - 64.12.2 Top-Up pay is also limited to payment to time the employee would ordinarily have been required to work for KDNB e.g. a Part Time employee who only works three days a week for KDNB will only receive 'Top-Up' pay in respect of the three days they would have worked for KDNB.
  - 64.12.3 Top-Up pay is capped at a maximum period of 12 months, consecutively or cumulatively, in any five-year period (any further payments are at the discretion of the Executive Director, People and Culture).

- 65.13 In the event an employee's ordinary rate of pay is not able to be determined, it shall be at the average of the employee's ordinary base rate for the six months immediately preceding the period of Military Leave.
- 65.14 If an employee exhausts Paid Military Leave entitlements (including Top-Up pay), they may be eligible to take Military Leave Without Pay.

## **66. Emergency Leave**

- 66.1 Permanent and temporary Employees are eligible for paid Emergency Leave if they are:
- a) Members of the State Emergency Services (SES), NSW Rural Fire Service (RFS) or other volunteer organisations recognised by NSW Government's Office of Emergency Management (OEM) to attend:
    - i) State emergencies; or
    - ii) Training and conferences.
  - b) Unable to attend work due to severe weather conditions or other disasters.
- 66.2 Emergency Leave is available regardless of length of service.
- 66.3 Emergency Leave is limited to the time required to cope with the immediate emergency and may not be accumulated from year to year.
- 66.3.1 Employees who are member of the SES / RFS / other recognised volunteer organisations:  
Employees performing duties for the SES, RFS or other recognised volunteer organisations are entitled to the following leave:
- a) Unlimited leave to attend State Emergencies declared in accordance with the relevant legislation or announced by the Premier,
  - b) Up to five (5) days Emergency Leave each year to attend conferences and training as part of their role.
- 66.3.2 Other Employees  
Employees involved in a situation where life or property is threatened, or who are affected by severe weather conditions or other disasters, are entitled to a maximum of two (2) days Emergency Leave each year. Leave will not be granted if there is no element of emergency.
- 66.4 If Employees require additional leave to attend conferences and training courses relating to roles with the SES, RFS or other recognised volunteer organisations, or to attend to personal matters relating to severe weather conditions or other disasters, they may apply for Annual Leave, Leave without Pay or if applicable long service leave. Emergency leave counts as service for all purposes.
- 66.5 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.
- 66.6 Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.

## **67. Leave for Matters Arising from Domestic and Family Violence**

- 67.1 Employees have access to 10 days paid domestic and family violence leave per calendar year.
- 67.2 This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.
- 67.3 Leave is to be available for employees experiencing domestic and family violence, for purposes including:
- i. seeking safe accommodation;
  - ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;

iii. attending court and other legal proceedings relating to their experience of domestic and family violence;

iv. organising alternative care or education arrangements for their children; or

iv. other related purposes approved by the Employer.

67.4 The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or

ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or

iii. a medical certificate.

67.5 Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.

67.6 The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:

(i). changes to their hours of work;

(ii). relocation to alternate locations should suitable work be available;

(iii). changes to telephone, email and other contact details;

(iv). changes to duties, should such changes be practical; and

(v). any other reasonable measure to assist the employee.

The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.

67.7 This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.

67.8 The leave entitlement can be accessed by temporary and part-time employees on a pro-rata basis.

67.9 For the purposes of this clause, Family and Domestic Violence, including definition of close relative, has the same meaning provided in the *Fair Work Act 2009* (Cth).

## **68. Career Break**

67.1 A permanent employee who has been continuously employed with KDNB for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.

67.2 The terms and conditions under which an employee may take a career break are as follows:

(vi). The minimum period for a career break is six months. The maximum period for a career break is 12 months.

(vii). An employee must provide three months notice of a request to take a career break.

(viii). An employee who takes a career break must utilise any accrued annual leave as part of this break.

(ix). Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.

(x). At the commencement of the career break, employees must return their staff travel pass.

(xi). At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.

- (vii) Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- (viii) Applications for career breaks will be approved at KDNB's discretion.

#### **69. Public Holidays**

- 69.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:
- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
  - (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 69.2 Payment and processing of payment for Public Holidays will be in accordance with KDNB Payroll Reference Manual and clauses 68 to 70 regarding rates of pay.

#### **70. Work on a Public Holiday**

- 70.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.
- 70.2 In addition to the penalty rate prescribed in 70.1 above, an employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.
- 70.3 A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours. When a Public Holiday falls on a Saturday, Bus Operators who are rostered off will qualify for payment if they have worked at least ten (10) Saturdays in the preceding twelve months. Bus Operators employed within the last twelve months of the Saturday Public Holiday, who are rostered off, are to have the decision for payment to be determined on a pro-rata basis.
- 70.4 To avoid doubt, the Additional Payment referred to in 70.2 above, will be paid out when the Public Holiday falls.

#### **71. Concessional Day (Substitute Bank Holiday)**

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

#### **72. Picnic Day**

- 72.1 It is agreed that the Unions will nominate a Sunday in each calendar year for the purpose of the Picnic Day. All Employees covered under this Agreement, other than Casual Employees, shall be entitled to the Picnic Day entitlement.
- 72.2 Employees rostered off on the Picnic Day shall be paid 7.6 hours pay at ordinary time rates.

72.3 An employee rostered to work on the Picnic Day shall be paid an additional 7.6 hours ordinary time pay.

### **73. Jury Service Leave**

#### **73.1 Entitlement**

73.1.1 Employees covered under this Agreement who are called for Jury Service are eligible to receive Special Leave for the time they are at court. Employees receive a jury fee from the court and the Employer will "make up" the difference between the court fee and the Employee's ordinary rate of pay. Ordinary rate of pay excludes overtime and penalties.

73.1.2 Special Leave will not be granted when the Jury Service falls on days when an Employee is on leave. When Employees attend Jury Service under such circumstances, they can retain the court fees.

73.1.3 If the Jury Service falls on a day on which a shift work employee would not ordinarily be rostered for duty, the Employee will be provided with the opportunity to request a change to their rostered shift, to enable them to receive payment for their service on the jury, and allow them to retain their days off for recreation purposes.

#### **73.2 Requirements for Payment**

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

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

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

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

## **SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING**

### **74. Workplace Health and Safety Training**

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

### **75. Alcohol and Other Drugs**

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

### **76. Certificate III in Driving Operations (Bus)**

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

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

- 76.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.
- 76.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 76.5 KDNB will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Agreement. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

#### **77. Driver Skills Maintenance Program**

- 77.1 The Bus Driving Skills Maintenance Program will continue for the term of this Agreement. Bus Operators may be required to attend a Bus Driving Skills Maintenance Program.
- 77.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to KDNB's and relevant legislative standards for driving and operating buses.
- 77.3 Technology may be utilised to assist in the skills maintenance program. Relevant technology may be utilised throughout periods when a bus is in service.
- 77.4 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be, but not limited to provide:
- (i) updates on Australian Road Rules and other information relating to driving and operating buses; and
  - (ii) practical refresher skills in operating buses including personal safety strategies.
- 77.5 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 77.6 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the Unions.

#### **78. Fatigue Management**

- 78.1 Fatigue management principles apply to all employees covered by this Agreement.
- 78.2 No employee will be permitted to work more than 12 hours in any 24-hour period.
- 78.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.
- 78.4 No employee will work more than 24 days in a 28-day period.
- 78.5 No employee will work more than 12 days straight.
- 78.6 A 24-hour period commences from the time of the first sign on.
- 78.7 No employee will work or be required to work more than five hours straight without a break.

## **SECTION 9 - GENERAL**

### **79. Continuity of Service (on Transfer of Business)**

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

### **80. Abandonment of Service**

- 80.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of KDNB, that their absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 80.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by KDNB:
- (i) the Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee to contact the Employer within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
  - (ii) where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence;
  - (iii) where the Employee fails to acknowledge the First Letter, or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.
- 80.3 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 80.4 For the purpose of this clause, service of the First Letter and/or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

### **81. Quality Certification**

- 81.1 The Parties agree to work together to maintain quality certification.

### **82. Absence Management Procedures**

- 82.1 Commitment to Reduction in Sick Leave Levels.
- 82.1.1 The Parties to this Agreement are committed to ensuring KDNB, as a business, remains competitive and achieves industry best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.
- 82.1.2 To ensure that sick leave levels are reduced to an average of nine days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

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

## 82.2 Review Mechanisms.

82.2.1 KDNB and the Unions will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

82.2.2 KDNB and the Unions will undertake a full review of the success of the procedures throughout the life of this Agreement.

82.2.3 If the Target has not been achieved, KDNB and the Unions will work together to identify any additional measures which may be necessary to achieve the Target, and the Agreement will be varied to accommodate any additional measures to achieve the Target.

82.2.4 If following review, the Target has not been achieved, KDNB and the Unions will determine other measures to be included in the next Agreement, in order to achieve the Target.

## 82.3 Medical Examination, the Role of the KDNB Health and Safety Officers and Employee Obligations.

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

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

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

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

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

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

82.3.6 Where an employee who has been directed to attend for work following examination by a KDNB Nominated Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;

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

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

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

82.4.2 Unacceptable Attendance Pattern means any pattern of unplanned absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes, but is not limited to:

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

82.5 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

#### 82.7 Step 3

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

#### 82.8 Continuous Review.

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

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

### **83. Patterns of Work and Productivity**

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

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

### **84. Return to Roster**

84.1 Employees acting in other positions such as Driver Coach, Driver Capability Trainer, Depot Union Delegate, Institute Secretaries, and Union Executives on LWOP working at the R.T.B.U. Office, will wherever practicable having regard to operational requirements, be placed back on their original roster when they return to normal duties as Bus Operators.

84.2 Where it is not practicable for a returning employee to be placed back on their original roster, every effort will be made to place the employee on a roster as close to their original roster as practicable.

## 85. New Technology

- 85.1 The Parties to this Agreement will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into KDNB. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 85.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

## 86. Smart Card/Integrated Ticketing

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

## 87. Centre and Rear Door Loading for Cashless Services

- 87.1 KDNB is committed to minimising cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 87.2 Where determined by KDNB, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 87.3 Prior to implementation of this initiative, KDNB will consult with the Unions and employees to ensure safe working of passenger loading.

## 88. Termination of Employment

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

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

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

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

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

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

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

- 88.3 Notwithstanding the notice provisions prescribed in 88.1 to 88.2 above, the Employer is not obliged to provide any notice of termination in circumstances where the employee is guilty of serious

misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

88.4 Employees to return all KDNB property.

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

88.5 KDNB commits not to implement any forced redundancies of Transferring Employees for a period of 48 months following the transfer of services to KDNB in the relevant region.

## SECTION 10 - INDUSTRIAL RELATIONS

### 89. Major Change

89.1 This term applies if the employer:

- a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

*i. Major change*

- ii. For a major change referred to in paragraph (1)(a):
  - the employer must notify the relevant employees of the decision to introduce the major change; and
  - subclauses (3) to (9) apply.
- iii. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- iv. If:
  - a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - the employee or employees advise the employer of the identity of the representative;
  - the employer must recognise the representative.
- v. As soon as practicable after making its decision, the employer must:
  - discuss with the relevant employees:
    - the introduction of the change; and
    - the effect the change is likely to have on the employees; and
    - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - for the purposes of the discussion—provide, in writing, to the relevant employees (and where requested, their representatives):
    - all relevant information about the change including the nature of the change proposed; and
    - information about the expected effects of the change on the employees; and
    - any other matters likely to affect the employees.
- vi. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- vii. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- viii. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer,

the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.

- ix. In this term, a major change is *likely to have a significant effect on employees* if it results in:
- the termination of the employment of employees; or
  - major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - the alteration of hours of work; or
  - the need to retrain employees; or
  - the need to relocate employees to another workplace; or
  - the restructuring of jobs.
  - *Change to regular roster or ordinary hours of work*
- x. For a change referred to in paragraph (1)(b):
- the employer must notify the relevant employees of the proposed change; and
  - subclauses (11) to (15) apply.
- xi. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- xii. If:
- a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - the employee or employees advise the employer of the identity of the representative;
  - the employer must recognise the representative.
- xiii. As soon as practicable after proposing to introduce the change, the employer must:
- discuss with the relevant employees the introduction of the change; and
  - for the purposes of the discussion—provide to the relevant employees:
    - all relevant information about the change, including the nature of the change; and
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- xiv. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- xv. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- xvi. In this term:
  - *relevant employees* means the employees who may be affected by a change referred to in subclause (1).

#### **90. Consultative Committee**

- 90.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Agreement and Employees.
- 90.2 Senior management representatives of the Employer and the Unions will meet quarterly at a minimum as a Consultative Committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 90.3 The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 90.4 When a change is proposed that will have impact upon the working arrangements of Employees, the Employer will consult with the Unions and their employee representatives and communicate the proposed changes to affected Employees. For roster changes, the consultation process outlined in clauses 43 and 44 of this Agreement will continue to apply.
- 90.5 The Employer will provide relevant information about:
  - a) the proposed change;
  - b) effects on the Employees;
  - c) the rationale for the proposed changes based on business needs;
- 90.6 The Employer will meet with the affected Employees or their Representatives and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- 90.7 The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- 90.8 The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 90.9 The Employer shall consult with the Unions and nominated Employee Representatives prior to the introduction of any technological change that impact on the working arrangements of Employees. Where matters cannot be resolved through the consultative process any party may utilise the Disputes Settlement Procedure at Clause 90.

#### **91. Individual Flexibility Arrangement**

- 91.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - i. the agreement deals with 1 or more of the following matters:
    - 1. arrangements about when work is performed;
    - 2. overtime rates;
    - 3. penalty rates;
    - 4. allowances;
    - 5. leave loading; and

- ii. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - iii. the arrangement is genuinely agreed to by the employer and employee.
- 91.2 The employer must ensure that the terms of the individual flexibility arrangement:
- i. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - ii. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- 91.3 The employer must ensure that the individual flexibility arrangement:
- 1. is in writing; and
  - 2. includes the name of the employer and employee; and
  - 3. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - 4. includes details of:
    - 5. the terms of the enterprise agreement that will be varied by the arrangement; and
    - 6. how the arrangement will vary the effect of the terms; and
    - 7. how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - 8. states the day on which the arrangement commences.
- 91.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 91.5 The employer or employee may terminate the individual flexibility arrangement:
- i. by giving no more than 28 days written notice to the other party to the arrangement; or
  - ii. if the employer and employee agree in writing — at any time.

## 92. Dispute Settlement Procedure

- 92.1 When the Parties to this Agreement are in dispute with either of the Unions or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.
- 92.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- 92.3 If the grievance cannot be resolved as provided for in 90.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.
- 92.4 If the dispute is not resolved as provided for in 92.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate Managing Director Northern Beaches, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.
- 92.5 Nothing in 92.3 or 92.4 prevents the appropriate Manager or Managing Director Northern Beaches agreeing (either because the issue is of KDNB-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a

union official, to refer the matter for resolution to the Principal Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.

- 92.6 If a dispute remains unresolved, either party may refer the matter to the Fair Work Commission (FWC) for conciliation and, if necessary, arbitration.
- 92.7 Subject to any contrary agreement between KDNB and the employee or Union involved, any individual step in the process must 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.
- 92.8 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either KDNB, the employee, or the union for a period of five working days after the last step, will be deemed to be no longer a matter in dispute.
- 92.9 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.
- 92.10 While a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Until the matter is determined at first instance, work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Agreement.
- 92.11 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 SafeWork NSW may be required.

### **93. Union Training Leave**

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

### **94. Stand Down**

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

**PART B**

**Table 1 - Indicative Wage Rates for Permanent and temporary part-time Employees**  
(subject to conditions outlined in clause 15 Wages and Wage Increases)

CLASSIFICATION	WEEKLY RATES (\$)	
	Inclusive of Industry Allowance	
		Effective from the first full pay period on or after
	Commencement	1/01/2022
		2.04% increase
Bus Operator, Trainee	\$1,068.80	\$1,090.60
Bus Operator level 1	\$1,107.30	\$1,129.90
Bus Operator level 2	\$1,149.60	\$1,173.10
Senior Bus Operator	\$1,170.50	\$1,194.40
Yard Supervisor	\$1,262.60	\$1,288.40
Senior Bus Operator - Yard (SBOY)	\$1,202.90	\$1,227.50
Bus Operator Trainer 1	\$1,262.60	\$1,288.40
Bus Operator Trainer 2	\$1,355.20	\$1,382.90
Bus Operator Trainer 3	\$1,478.90	\$1,509.10
Bus Cleaner level 1	\$966.60	\$986.30
Bus Cleaner level 2	\$1,023.70	\$1,044.60
Bus Cleaner level 3	\$1,051.80	\$1,073.30
Bus Cleaner level 4	\$1,108.70	\$1,131.30
Shed Driver	\$1,202.90	\$1,227.50
Customer Service Coordinator level 1	\$1,296.30	\$1,322.80
Airport Coordinator	\$1,260.60	\$1,286.30
Customer Service Liaison (Kiosk)	\$1,260.60	\$1,286.30
Customer Service Liaison (Explorer)	\$1,260.60	\$1,286.30
Conductor T/A Sign on Clerk	\$960.80	\$980.40

\* Wage Rates above incorporate the previously separated Industry Allowance

**Table 2 - Other Rates and Allowances**

	Description	Effective from the first full pay period on or after
		1/01/2022
		2.04% increase
Item 1	Industry Allowance	\$54.00
Item 2	High Capacity Allowance	\$22.90

**Table 3 - Uniform Allowance**

The initial issue of uniform will include the following items:

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

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

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

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

**Table 5 – Casual Hourly Rates of Pay**

CLASSIFICATION	Effective from the first full pay period on or after
	1/01/2022
	2.04% increase
Entry Level	32.735
Bus Operator level 1	33.976
Bus Operator level 2	35.340
Senior Bus Operator	36.013
Bus Operator Trainer 1	38.980
Bus Operator Trainer 2	41.964
Bus Operator Trainer 3	45.951

The above rates include the Casual Loading contained in Clause 13

**TABLE 6 - EXCLUSIVE SHIFT TIMES**

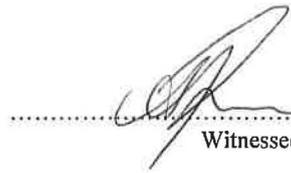
Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours per day per location	Hours per day per location	Hours per day per location
Brookvale	3h	2h 45m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	

**SIGNATORY PAGE**

Signed for and on behalf of Keolis Downer Northern Beaches Pty Ltd ACN 621 012 717, by its authorised officer:

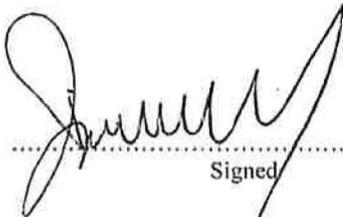
  
Signed

  
Witnessed

Print Name: STEVE SCHOFIELD      Print Name: ASHLEE RENSHAW  
Authority to sign: EMPLOYER REPRESENTATIVE  
Address: 630-636 PITWATER RD BROOKVALE  
Date: 23- DECEMBER 2021 .

---

Signed for and on behalf of the Employees, by an authorised officer:

  
Signed

  
Witnessed

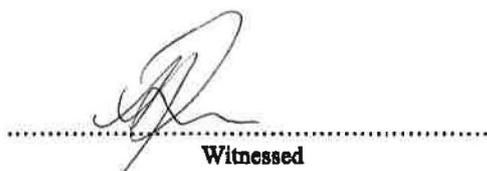
Print Name: DARREN MORPHY      Print Name: WILL TREGLOWN  
Authority to sign: EMPLOYEE REP.  
Address: MOWA VALE DEPOT  
Date: 58 PARLEY STREET  
22/12/21      MOWA VALE      22/12/21

## SIGNATORY PAGE

Signed for and on behalf of Keolis Downer Northern Beaches Pty Ltd ACN 621 012 717, by its authorised officer:

  
Signed

Print Name: STEVE SCHOFIELD

  
Witnessed

Print Name: ASHLEE KENSHAW

Authority to sign: EMPLOYER REPRESENTATIVE

Address: 630-636 PITT WATER RD BROOKVALE

Date: 23 DECEMBER 2021

Signed for and on behalf of the Employees, by an authorised officer of the Australian Rail, Tram and Bus Industry Union, NSW Branch:

  
Signed

Print Name: Alexander Claassens

  
Witnessed

Print Name: PETER MATTHEWS

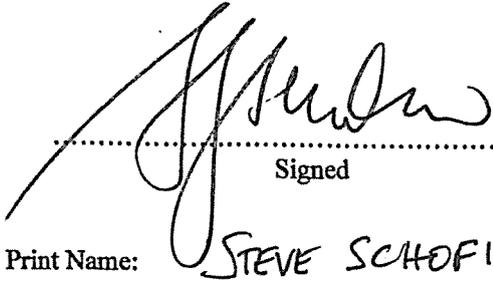
Authority to sign: Branch Secretary

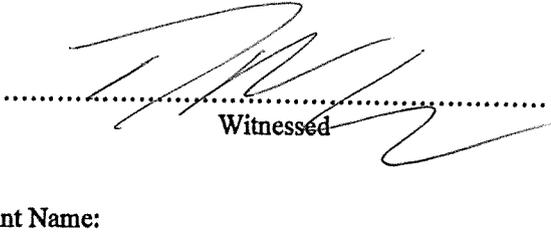
Address: 4/321 Pitt St, Sydney 2000.

Date: 20-12-2021

**SIGNATORY PAGE**

Signed for and on behalf of Keolis Downer Northern Beaches Pty Ltd ACN 621 012 717, by its authorised officer  
(Authority to sign: Group Head of Human Resources and Industrial Relations):

  
.....  
Signed

  
.....  
Witnessed

Print Name: STEVE SCHOFIELD

Print Name:

Authority to sign: GROUP HEAD - HUMAN RESOURCES + INDUSTRIAL RELATE

Address: 63 PITWATER RD BROOKVALE, 2100 - DOWNER GROUP.

Date: 10/2/22

Signed for and on behalf of the Employees, by an authorised officer:

.....  
Signed

.....  
Witnessed

Print Name:

Print Name:

Authority to sign:

Address:

Date:

\_\_\_\_\_

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.:** AG2022/173

**Applicant:** Keolis Downer Northern Beaches Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

**Undertaking – Section 190**

I, Damien North, Group Manager Industrial Relations, have the authority given to me by Keolis Downer Northern Beaches Pty Ltd, to give the following undertakings with respect to the ***KDNB Bus Operations Agreement 2021*** ("the Agreement"):

1. The reference to "any issue that directly affects the interests of any of the Parties" shall be taken to include any disputes relating to the Agreement and/or the NES.
2. Employees will be entitled to be represented at all stages of the dispute resolution procedure.
3. Employees covered by this Agreement will not be engaged as apprentices.
4. Employees covered by this agreement will not be engaged on junior rates of pay.
5. In respect of part time employees who are not Bus Operators, clause 3.3 of the Agreement shall be read so as to incorporate clause 10 of the *Passenger Vehicle Transportation Award 2020*.

Signature



DATE: 16/02/22