

**STATE TRANSIT AUTHORITY  
BUS OPERATIONS  
ENTERPRISE (STATE) AWARD 2015**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW

December 2014

**AWARD**

**PART A**

**SECTION 1 - APPLICATION AND OPERATION OF AWARD**

**1. Title**

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

**2. Arrangement**

PART A

**SECTION 1 - APPLICATION AND OPERATION OF AWARD**

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### 3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employer" means the Secretary of the Department of Transport as head of the Transport Service..
- 3.5 "Employee" means a full time, part time, temporary or casual employee employed as a member of the Transport Service in the STA Group in a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 19 of this Award.
- 3.6 "O/MBSC" means Outer Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer, and the RTBU.
- 3.9 "Penalty payments" - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 "RMS" means Roads and Maritime Service of New South Wales.
- 3.11 "RTBU" means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.12 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration (Staff) Regulation 2012* as being part of the STA Group who are not part of the Transport Senior Service.
- 3.13 "State Transit" means the Employer.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the

Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

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

#### **4. Anti-Discrimination**

- 4.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
  - 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 4.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 4.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - 4.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

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

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

## **6. No Extra Claims**

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

## **SECTION 2 - EMPLOYMENT RELATIONSHIP**

### **7. Skills Competency**

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

### **8. Recruitment and Full Time Employment**

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

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

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

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

### **10. Job Share**

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

### **11. Casual Bus Operator**

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

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

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

12.12 Four weeks notice is to be given to the local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.

12.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

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

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

13.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.

13.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.

13.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.

13.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.

13.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.

13.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.

13.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

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

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

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

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

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

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

- 16.1 Employees who commence employment on a Bus Traineeship shall, following completion of their Traineeship, move to the rate of pay for a Bus Operator Level 2.
- 16.2 The classification of Bus Traineeship Level 1 and 2 shall cease to have effect for all Bus Operators Trainees who commence employment on or after 1 January 2012. These employees will commence under the new classification of 'Bus Operator Trainee'.

### **17. Income Protection**

- 17.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.
- 17.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 17.3 Subclause 17.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.

17.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.

17.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

### **18. Salary Sacrifice for Superannuation**

18.1 Notwithstanding the wages prescribed in this Award, an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

18.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:

- (i) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
- (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

18.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:

- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (ii) subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

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

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

- (i) the *Superannuation Act 1916*;
- (ii) the *State Authorities Superannuation Act 1987*;
- (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or

(iv) the *First State Superannuation Act 1992*.

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

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

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

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

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

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

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

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

### **20. Career Paths**

20.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay

under this Award, until the pay rate in the new position has exceeded the aforementioned rate.

20.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 20.1 herein are to take the conditions of the relevant Award for the work performed.

20.3 State Transit will provide guidance to employees covered by this Award:

- (i) in the preparation of resumes, job applications and the interview process; and
- (ii) regarding career opportunities and professional development.

### **21. Acting Out of Classification**

21.1 An employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.

21.2 The conditions applying to the classification in which an employee acts shall be their conditions whilst so acting.

21.3 An employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

### **22. Excess Travelling Time**

22.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.

22.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 22.1 of this clause.

22.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

### **23. Attending for Duty**

23.1 "Commences Duty" means an employee has attended for duty as instructed, collected their journal and signed on at the Portable Memory Reader (PMR) in accordance with the rostered commencement time.

23.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.

23.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.

23.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report,

shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.

- 23.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 23.6 A permanent part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 23.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

#### **24. Attending Court**

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

## **25. Making Reports**

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

## **26. Attending Office**

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

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

### **27. Hours of Work**

- 27.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 27.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 27.3 Employees on a Six Day Roster:
  - 27.3.1 The provisions of this subclause apply to all full-time employees covered under this Award, except those covered under subclause 27.4.
  - 27.3.2 Except as provided in 27.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.

27.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

27.4 The provisions of this subclause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.

27.4.1 Except as provided in 27.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.

27.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 27.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

27.5 Length of shift.

The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.

27.6 Length of shift - broken shifts.

On any broken shift portion the ordinary hours of duty shall be no greater than five.

27.7 The maximum spread of hours on any broken shift shall be 12.

27.8 Interval between shifts.

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

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

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

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

## **28. Saturday and Sunday Time**

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

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

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

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

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

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

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

### **30. Overtime**

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

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

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

30.3 All time worked:

- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
- (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
- (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.

30.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

### **31. Working of Voluntary Overtime**

31.1 Subject to any statutory or regulatory limits on driving hours and clause 75 (Fatigue Management), a Bus Operator may work voluntary overtime.

31.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.

31.3 State Transit will establish a record book at each depot, in the Duty Office, for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.

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

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

32.1 Subject to subclause 30.2, the employer may require an employee to work reasonable overtime on a rostered day off.

32.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.

32.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 32.4.

32.4 When an employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.

32.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 32.1 shall not apply.

32.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.

32.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 32.4 will not apply.

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

- 33.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 33.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 33.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 30.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 33.4 The employer shall record time off in lieu arrangements for each time this provision is used.
- 33.5. Make up time.
- 33.5.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.
- 33.5.2 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.

### **34. Shift Penalties**

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

required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.

- 34.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

### **35. Meal Breaks**

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

## **SECTION 5 - ALLOWANCES**

### **36. Uniform Allowance**

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

### **38. Industry Allowance**

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

### **38. Articulated Bus Allowance**

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

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

### **39. Service Reliability**

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

39.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

#### **40. Standing Time for Sydney**

40.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.

40.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.

40.3 Non-Critical Peak Periods.

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

40.3.2 Non-critical peak periods are all times outside the intent of clause 40.4 and Saturdays and Sundays.

40.4 Critical Peak Period Times - Monday To Friday.

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

40.5 Late Running.

40.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 39.2 and 39.3 of this Award.

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

40.6 Unaffected Routes.

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

#### **41. Rosters**

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

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

- (i) In an effort to allocate staff on these relief lines, work of a similar kind, the annual leave allocation for Bus Operators will be as far as practicable and subject to operational requirements, be based and allocated on the above mentioned shift types.
- (ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.
- (iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.

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

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

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

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

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

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

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

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

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

41.12 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has

two days off together, they may be advised of any alteration of their work on the first of their days off.

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

## **42. Daily Maintenance of Rosters**

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

## **43. Roster Committees**

- 43.1 These roster committees are to be utilised by Depot Managers during timetable reviews.

- 43.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the RTBU will occur as soon as information is presented.
- 43.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 43.4 Before week one, as defined in 44.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
  - (b) too much operating time allocated;
  - (c) too many or too few buses to meet the patronage demand; or
  - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 43.5 Following the process outlined in 43.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 43.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

#### **44. Roster Changes**

- 44.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 44.2 Subject to Clause 17 (Income Protection), it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 44.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 44.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:

- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
- (ii) in week 2 – Scheduler is to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
- (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).

44.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

#### **45. Training Rosters**

45.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimising the variance in daily hours of work.

45.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognised by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.

45.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:

- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
- (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the O/MBSCs.

45.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.

45.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on a line of work outside the Training Roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

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

46.1 Due to New Year's Eve celebrations, State Transit increases the number of staff required to work through the night and early hours of New Year's Day. The Parties agree to working driving shifts up to twelve hours on a volunteer basis. All shifts that

sign on, on New Year's Eve and sign off after 2.30 am on New Year's day will have paid meal breaks (cribs). All shifts that commence duty on New Year's Eve and work into New Year's Day will be paid at double time for the New Year's day portion of the shift, unless the Government of the time enters into a separate agreement for New Year's Eve.

#### **47. Exclusive Shifts**

47.1 It is agreed that the following Exclusive shifts will continue for the duration of this Award in accordance with Part B, Table 6 of this Award:

- (i) Union shift;
- (ii) Institute shift;
- (iii) Yard Supervisor shift;
- (iv) Sign On shift, some depots only (while the current incumbent remains);
- (v) Welfare Shift, Burwood Depot (while the current incumbent remains) 4h 30m;
- (vi) Senior Bus Operator Yard Shift;
- (vii) Gym Attendant Shift (Waverley only).

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

#### **48. Route Networking**

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

#### **49. Regionally Optimised Timetabling**

49.1 In line with the contracts worked under the O/MBSC system, timetables associated with route networks will be optimised to realise maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).

49.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.

49.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause 48 (Route Networking).

#### **50. Special Hirings**

50.1 Rosters may be varied to provide for special hirings by agreement between the majority of employees and employer. If the employee/s is/are a member of the union,

the union shall be informed of the intention to use this provision and shall be given a reasonable opportunity to negotiate with the employer.

### **51. Charter Work**

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

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

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

### **53. Running and Standing Times in Newcastle**

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

that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.

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

- (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 53.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.
- 53.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost, then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.
- 53.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.
- 53.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

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

### **54. Annual Leave**

- 54.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944 (NSW)*.
- 54.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.
- 54.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:
  - (i) in the case of retirement, resignation or dismissal - to the employee;
  - (ii) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.
- 54.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 54.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 54.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

## **55. Long Service Leave**

- 55.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).
- 55.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 55.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 55.4 The calculation of the days will be on a Monday to Friday basis.

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

- 56.1 An employee accrues the following amount of paid personal/carers leave:
- (a) during an employee's first five years of service – 10 working days per year;
  - (b) during an employee's sixth and seventh years of service – 12 working days per year; and
  - (c) for an employee's further years of service – 17 working days per year.
- 56.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 56.3 Immediate family or household: the entitlement to use bereavement/ compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- 56.3.1 a spouse of the employee; or
  - 56.3.2 a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
  - 56.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an exnuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
  - 56.3.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same household, where for the purposes of this definition:-
    - a. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

- b. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
- c. "household" means a family group living in the same domestic dwelling.

56.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

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

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

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

- (a) during an employee's first five years of service – 8 working days per year;
- (b) during an employee's sixth and seventh years of service – 10 working days per year; and
- (c) during an employee's further years of service – 15 working days per year.

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

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

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

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

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

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

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

- 58.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 58.3 The employee must, if required by the employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's leave in excess of five days per annum, unless otherwise approved by the employee's manager.
- 58.4 In normal circumstances, an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 58.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 58.6 Each day or part day of carer's leave taken in accordance with sub-clause 58.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 57.1 up to a maximum of ten days per annum.
- 58.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken ten days carer's leave in the current year.
- 58.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

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

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

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

- 60.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 60.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 60.3 All leave entitlements which accrue during an employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 60.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 60.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the 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 Award.
- 60.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 60.9 The definition of a week is Monday to Friday.
- 60.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 60.11 Employees will retain home and duty passes and other privilege passes.

## **61. Paid Maternity Leave**

- 61.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 61.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 61.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 61.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:

- (i) in a lump sum payment at the commencement of maternity leave or;
- (ii) as full pay on a fortnightly basis while on maternity leave or;
- (iii) as half pay on a fortnightly basis while on maternity leave or;
- (iv) in any combination of the above options.

61.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:

- (i) as full pay on a fortnightly basis while on maternity leave or;
- (ii) as half pay on a fortnightly basis while on maternity leave or;
- (iii) in any combination of the above options

61.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.

61.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.

61.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.

61.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

61.10 An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.

61.11 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.

61.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

## **62. Parental Leave**

62.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures. Continuous service for a casual means work on an unbroken, systematic and regular basis.

62.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.

- 62.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 62.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 62.5 Parental Leave is unpaid leave and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 62.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 62.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 62.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

### **63. Adoption Leave**

- 63.1 Permanent employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 63.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of adoption leave or;
  - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
  - (iii) as any combination of the above options.
- 63.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis whilst on adoption leave or;
  - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
  - (iii) as any combination of the above options.
- 63.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.

- 63.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 63.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 63.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 63.8 An employee, with the agreement of the employer, shall be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child.
- 63.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 63.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

#### **64. Domestic Violence Leave**

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

#### **65. Career Break**

- 65.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off

work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.

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

- (i). The minimum period for a career break is six months. The maximum period for a career break is 12 months.
- (ii). An employee must provide three months notice of a request to take a career break.
- (iii). An employee who takes a career break must utilise any accrued annual leave as part of this break.
- (iv). Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- (v). At the commencement of the career break, employees must return their staff travel pass.
- (vi). At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- (vii). Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- (viii). Applications for career breaks will be approved at State Transit's discretion.

## **66. Public Holidays**

66.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:

- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
- (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.

66.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Reference Manual and clauses 67 to 69 regarding rates of pay.

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

67.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.

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

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

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

### **69. Picnic Day**

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

### **70. Jury Service Leave**

#### **70.1 Entitlement**

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

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

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

## 70.2 Requirements for Payment

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

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

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

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

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

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

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

### **72. Alcohol and Other Drugs**

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

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

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

- 73.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 73.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.
- 73.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 73.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

#### **74. Driver Skills Maintenance Program**

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

#### **75. Fatigue Management**

- 75.1 Fatigue management principles apply to all employees covered by this Award.
- 75.2 No employee will be permitted to work more than 12 hours in any 24-hour period.
- 75.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.
- 75.4 No employee will work more than 24 days in a 28-day period.
- 75.5 No employee will work more than 12 days straight.

75.6 A 24-hour period commences from the time of the first sign on.

75.7 No employee will work or be required to work more than five hours straight without a break.

## **SECTION 9 - GENERAL**

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

76.1 This clause applies for the purpose of determining a transferred employee's entitlements as an employee of the new employer under an Industrial Instrument or the Industrial Relations legislation.

76.2 For the purpose of determining those entitlements:

- (i) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
- (ii) a period of service with the former employer (including service before the commencement of this Award) is taken to be a period of service with the new employer.

### **77. Abandonment of Service**

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

77.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:

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

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

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

## **78. Quality Certification**

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

## **79. Absence Management Procedures**

79.1 Commitment to Reduction in Sick Leave Levels.

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

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

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

79.2 Review Mechanisms.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 79.5 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

#### 79.7 Step 3

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

#### 79.8 Continuous Review.

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

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

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

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

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

### **81. New Technology**

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

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

### **82. Smart Card/Integrated Ticketing**

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

### **83. Centre and Rear Door Loading for Cashless Services**

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

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

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

### **84. Termination of Employment**

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

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

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

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

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

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

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

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

84.4 Employees to return all State Transit property.

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

## **SECTION 10 - INDUSTRIAL RELATIONS**

### **85. Disputes Settlement Procedure**

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

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

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

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

85.5 Nothing in 85.3 or 85.4 prevents the appropriate Manager or General Manager agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the

Senior Workplace Relations Consultant, in conjunction with the employee involved, or a union delegate or union official.

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

85.15A dispute relating to clause 15 shall be determined pursuant to cl. 6(1)(b)(i) of the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2041* and any applicable law.

#### **86. Contestability**

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

#### **87. Union Training Leave**

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

#### **88. Stand Down**

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

**PART B**

**Table 1 – Indicative Wage Rates (subject to conditions outlined in clause 15 Wages and Wage Increases)**

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

\* Wage Rates above do not incorporate the Industry Allowance

**Table 2 - Other Rates and Allowances**

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

**Table 3 -Uniform Allowance**

The initial issue of uniform will include the following items:

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

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

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

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

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

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

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

**TABLE 6 - EXCLUSIVE SHIFT TIMES**

Exclusive Provision - Monday to Friday

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

**Signature page**

  
\_\_\_\_\_  
Peter Rowley  
Chief Executive  
State Transit Authority Group of the Transport Service of NSW

*18th*  
Date December 2014

  
\_\_\_\_\_  
Gary Way  
Divisional President  
Rail Tram Bus Union, Bus and Tram Division

*16th December 2014.*  
Date December 2014