



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Keolis Downer Hunter Pty Ltd T/A Keolis Downer Hunter Pty Ltd
(AG2017/4163)

KEOLIS DOWNER NEWCASTLE BUS OPERATIONS ENTERPRISE AGREEMENT 2017

Passenger vehicle transport (non rail) industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 28 NOVEMBER 2017

Application for approval of the Keolis Downer Newcastle Bus Operations Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Keolis Downer Newcastle Bus Operations Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Keolis Downer Hunter Pty Ltd trading as Keolis Downer Hunter Pty Ltd. The agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Australian Rail Tram and Bus Industry Union being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.

[5] The Agreement was approved on 28 November 2017 and, in accordance with s.54, will operate from 5 December 2017. The nominal expiry date of the Agreement is 28 November 2021.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE426266 PR598148>

ANNEXURE A



21 November 2017

Attn: Timothy Franklin
Member Support Team
Fair Work Commission
By Email: Member.assist@fwc.gov.au

cc: cpreston@rtbu-nswbus.asn.au

Dear Deputy President Colman,

SUBJECT: Undertakings in relation to AG2017/4163

I refer to your email dated 30 October 2017 in relation to the application for approval of the *Keolis Downer Newcastle Bus Operations Enterprise Agreement 2017* ("the Agreement") and provide the following undertakings on behalf of Keolis Downer Hunter Pty Ltd:

1. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that for the purposes of Division 6 of the NES, a shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that all employees will receive parental leave in accordance with the NES and that clause 59.6 of the agreement shall have no effect.
3. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that travel allowance will never be paid at a rate less than that available under the Award.
4. The bargaining representatives to the agreement have been shown a copy of these undertakings and raise no objection.

Keolis Downer Hunter Pty Ltd does not believe that the aforementioned undertakings will result in substantial changes to the Agreement.

Signed by the Employer to the Agreement

On behalf of Keolis Downer Hunter Pty Ltd:

Name: Mawgen Ralph
Title: Executive Manager – Human Resources
Date: 21 November 2017

Signature:



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

KEOLIS DOWNER NEWCASTLE BUS OPERATIONS ENTERPRISE AGREEMENT 2017

AGREEMENT

1 Title

This Agreement shall be known as the Keolis Downer Newcastle Bus Operations Enterprise Agreement 2017.

2 Arrangement

PART A

SECTION 1 - APPLICATION AND OPERATION OF AGREEMENT

1. Title
2. Arrangement
3. Definitions and Explanations
4. Anti-Discrimination
5. Area, Incidence and Duration
6. No Extra Claims

SECTION 2 - EMPLOYMENT RELATIONSHIP

7. Skills Competency
8. Recruitment and Full Time Employment
9. Consultation
10. Job Share
11. Casual Bus Operator
12. Permanent Part-Time Bus Operator
13. Temporary Bus Operator
14. Supervision of Special Events

SECTION 3 - WAGES AND RELATED MATTERS

15. Wages and Wage Increases
16. Rate of Pay for Bus Trainees
17. Income Protection
18. Salary Sacrifice for Superannuation
19. Salary Arrangements for Former Classifications
20. Career Paths
21. Acting Out of Classification
22. Excess Travelling Time
23. Attending for Duty
24. Attending Court
25. Making Reports
26. Attending Office

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

27. Hours of Work
28. Saturday and Sunday Time
29. Contingent Arrangements for Major Incidents Affecting Services
30. Overtime
31. Working of Voluntary Overtime
32. Cancellation of Rostered Day Off
33. Time off in Lieu for Overtime and Make Up Time
34. Shift Penalties
35. Meal Breaks

SECTION 5 - ALLOWANCES

36. Uniform
37. Articulated Bus Allowance

SECTION 6 - ROSTERS AND RELATED MATTERS

38. Service Reliability
39. Standing Time
40. Rosters
41. Daily Maintenance of Rosters
42. Roster Committees
43. Roster Changes
44. Training Rosters
45. New Year's Eve Rostering Arrangements
46. Exclusive Shifts
47. Special Hirings
48. Charter Work
49. Sign on and Sign Off Times
50. Individual Flexibility Agreement

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

51. Annual Leave
52. Long Service Leave
53. Personal/Carers' Leave Entitlement
54. Personal Sick Leave
55. Personal Carers' Leave
56. Bereavement Leave/Compassionate Leave
57. Purchased Leave for Personal or Family Needs
58. Paid Maternity Leave
59. Parental Leave
60. Adoption Leave
61. Domestic Violence Leave
62. Career Break
63. Public Holidays
64. Work on a Public Holiday
65. Concessional Day (Substitute Bank Holiday)
66. Picnic Day
67. Jury Service and Community Service Leave

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

68. Occupational Health and Safety Training

- 69. Alcohol and Other Drugs
- 70. Certificate III in Transport and Distribution
- 71. Driver Skills Maintenance Program
- 72. Fatigue Management

SECTION 9 - GENERAL

- 73. Continuity of Service (on Transfer of Business)
- 74. Abandonment of Service
- 75. Quality Certification
- 76. Absence Management Procedures
- 77. Patterns of Work and Productivity
- 78. New Technology
- 79. Centre and Rear Door Loading for Cashless Services
- 80. Termination of Employment
- 81. Redundancy

SECTION 10 - INDUSTRIAL RELATIONS

- 82. Disputes Settlement Procedure
- 83. Union Training Leave
- 84. Stand Down

PART B

Table 1 - Wage Rates

Table 2 - Other Rates and Allowances

Table 3 - Uniform Allowance

Table 4 - Newcastle Meal Break, Sign On and Sign Off Allowances

Table 5 - Exclusive Shift Times

Signatory Pages

PART A

SECTION 1 - APPLICATION AND OPERATION OF AGREEMENT

3 Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an employee who ordinarily drives Omnibus carrying paying passengers.
- 3.4 "Company" or "Employer" means Keolis Downer Hunter Pty Ltd (ACN 614 205 766).
- 3.5 "Employee" means a full time, part time, temporary or casual employee employed in a classification listed in Part B, Table 1 of this Agreement.
- 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 Union (Bus and Tram Division) and a reference to "the Union" shall mean the RTBU.
- 3.12 "Keolis Downer" means the Employer.

4 Anti-Discrimination

- 4.1 It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.2 Accordingly, in fulfilling their obligations under the dispute settling procedures the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.3 Nothing in this clause is taken to affect:
 - any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - junior rates of pay unless otherwise determined under the Fair Work Act;

- an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.

5 Area, Incidence and Duration

5.1 This Agreement is binding on:

- (a) the Employer;
- (b) all employees whose classification is listed in Part B, Table 1 of this Agreement
- (c) The Australian Rail, Tram and Bus Union subject to the RTBU making application under section 183 of the Fair Work Act.

5.2 This Agreement replaces in entirety, all previous Awards and Agreements and Certified Agreements previously binding on the Parties. This Agreement rescinds and replaces the State Transit Authority Bus Operations Enterprise (State) Award 2015.

5.3 This Agreement shall take effect on and from 7 days after the date of approval by the Fair Work Commission and shall nominally remain in force for four years from that approval date.

5.4 The terms of this Agreement apply in a manner that does not exclude the National Employment Standards (NES). That is, no provision of the NES is displaced by this Agreement but the NES provisions may be supplemented by the terms of this Agreement. Accordingly, the NES will continue to apply to the extent that any term of this Agreement is detrimental in any respect when compared with the NES.

6 No Extra Claims

6.1 The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Fair Work 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 Agreement provisions.

SECTION 2 - EMPLOYMENT RELATIONSHIP

7 Skills Competency

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

8 Recruitment and Full Time Employment

- 8.1 The parties acknowledge that 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 the employer.
- 8.2 The parties acknowledge that new recruits who already hold a HR licence will have to demonstrate that they are competent to drive the employer's buses, as determined by the employer and RMS accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with the employer.
- 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 Agreement a full-time employee, unless otherwise specified by this Agreement.

9 Consultation

- 9.1 This clause applies if:
 - (a) the Company has made a decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 9.2 The Company must notify the relevant employees and the RTBU of the decision to introduce the major change.
- 9.3 The relevant employees may appoint a representative, including the RTBU for the purposes of the procedures in this clause.
- 9.4 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative, including the RTBU for the purposes of consultation; and
 - (b) the employee or employees advise the Company of the identity of the representative;

The Company must recognise the representative.

- 9.5 As soon as practicable after making its decision, the Company must:
 - (a) meet and discuss with the relevant employee representatives, including the RTBU and representatives nominated by the RTBU
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the Company is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion— provide, in writing, to the relevant representatives, the RTBU and employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and

iii. any other matters likely to affect the employees.

9.6 The Company is not required to disclose confidential or commercially sensitive information to the relevant employees. However, the Company will consider providing such information on a non-disclosure basis to the RTBU and nominated representatives, if the provisions of such information will assist the consultation process.

9.7 The Company will give prompt and genuine consideration to matters raised about the major change in the consultation process. For the purpose of this clause the parties adopt the following comments made by Smith C. in *CPSU, the Community and Public Sector Union v Vodafone Network Pty Ltd (Print PR911257)*

“Consultation is not perfunctory advice on what is about to happen. This is common misconception. Consultation is providing the individual, or other relevant persons, with a bona fide opportunity to influence the decision maker... Consultation is not joint decision-making or even a negative or frustrating barrier to the prerogative of management to make decisions. Consultation allows the decision making process to be informed, particularly as it may affect the employment prospects of individuals.”

9.8 If a clause in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in subclauses (2), (3) and (5) are taken not to apply.

9.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the Company’s workforce or to the skills required of employees; or
- (c) the alteration of hours of work; or
- (d) the need to retrain employees; or
- (e) the need to relocate employees to another workplace;
- (f) the restructuring of jobs.

9.10 In this clause, relevant employees means the employees who may be affected by the major change.

9.11 Consultation about changes to rosters or hours of work:

- (a) Where the Company proposes to change an employee’s regular roster or ordinary hours of work, the Company must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The Company must:
 - i. provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that no company is required to disclose confidential information the disclosure of which would be contrary to the Company’s interests;
 - ii. invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - iii. commence the consultation as early as practicable; and

- iv. give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) These provisions are to be read in conjunction with clauses contained in clauses 27, 29, 38, 40, 42, 43, 44 and 45. Further, Clause 9.11 does not override consultation obligations on rosters as provided for in this Agreement in clauses 40, 42 and 43.

10 Job Share

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

11 Casual Bus Operator

- 11.1 A casual bus operator is to be employed by the day.
- 11.1.1 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.
 - 11.1.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.
- 11.2 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 25 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.

11.8 Caring responsibilities – Casual Employees

11.8.1 Subject to the evidentiary and notice requirements in clause 55 and 56 casual employees are entitled to not be available to attend work, or to leave work:

- (a) if they need to care for members of their immediate family or
- (b) household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (c) upon the death in Australia of an immediate family or household member.

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

11.10 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

12 Permanent Part-Time Bus Operator

12.1 A permanent Part-time Bus Operator is a Bus Operator who:

- (a) works less than full-time hours of 38 per week; and
- (b) has reasonably predicted hours of work; and
- (c) receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.

12.2 Part Time Agreements

12.2.1 Subject to the terms of this Agreement, before commencing a part-time role the employer and an employee must make a part time agreement about how the employee's part time hours will be worked.

12.2.2 Only two types of part time agreement may be made under sub clause 12.2.1:

- (a) A variable part time agreement; or
- (b) A fixed part time agreement.

Notwithstanding clause 12.2.2 a part time bus driver employed before the date of approval of this Agreement will continue to remain on his/her the fixed term part time agreement.

12.2.3 The employer has the right to determine which form of part time agreement, variable or fixed, will be available. The exercising of this Company right under this clause will not constitute a dispute over the application of this Agreement.

12.2.3 A variable part time agreement is an agreement under which:

- (a) The employee works part time hours;
- (b) The employee's part time hours are variable;
- (c) In the case of a shift worker, the employee's shift roster may be varied in accordance with clauses 27, 29, 38, 40, 42, 43 and 45.

- (d) In the case of a day worker, the hours of work may be altered in accordance with clauses 27, 29, 38, 40, 42, 43 and 45

12.2.4 A fixed part time agreement is an agreement under which at least:

- (a) the number of ordinary hours to be worked per week or roster cycle; or
- (b) the days on which the hours are worked;

are fixed. In addition, a fixed part time agreement may also fix the starting and finishing times.

12.2.5 Items fixed under clause 12.2.4 may only be varied in writing and with the consent of both the Company and the employee.

12.2.6 The part time agreement will operate for either an indefinite or a fixed term or can be terminated at any time by agreement between the Company and the employee, or by the termination of employment or redundancy. A part-time agreement will be for an indefinite term unless a fixed term is included as part of the part time agreement.

- 12.3 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.
- 12.4 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 12.5 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.
- 12.6 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 12.7 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.
- 12.8 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Agreement.
- 12.9 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greater.
- 12.10 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.
- 12.11 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.

- 12.12 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:
- (a) 2.5% from the first full pay period commencing on or after the date of approval of this Agreement by the Fair Work Commission.;

- (b) 3% from the first full pay period commencing on or after 12 months from the date of approval of this Agreement by the Fair Work Commission; and
 - (c) 3% from the first full pay period commencing on or after 24 months from the date of approval of this Agreement by the Fair Work Commission.
 - (d) 2.5% from the first full pay period commencing on or after 36 months from the date of approval of this Agreement by the Fair Work Commission.
- 15.2 The wage increases contained in this Agreement are in substitution of any Fair Work Commission wage decisions.
- 15.3 Wages shall be paid fortnightly.
- 15.4 The Employer 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 the employer agrees to continue to provide this service for the duration of this Agreement.

16 Rates of Pay for Bus Trainees

- 16.1 Employees who commence employment on a Bus Traineeship shall, following completion of their 2 year Traineeship, move to the rate of pay for a Bus Operator Level 1 and one year later Bus Operator Level 2.

17 Income Protection

- 17.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Agreement.
- 17.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year) below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 17.3 Subclause 17.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 17.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, 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 Agreement, an employee, other than a temporary or casual, may elect, subject to the agreement of the Employer sacrifice a portion of the base wage payable under this Agreement in addition to Employer Superannuation contributions.
- 18.2 Where an employee has elected to sacrifice a portion of that payable wage additional to employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Agreement or any applicable, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement. Provided that such arrangements are cost neutral for the employer.
- 18.3 An employee employed at the date of 1 July 2017 with the employer may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) or 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, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (a) the Superannuation Act 1916;
 - (b) the State Authorities Superannuation Act 1987;
 - (c) the State Authorities Non-contributory Superannuation Act 1987; or
 - (d) the First State Superannuation Act 1992.
- the employer 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 the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 18.5, the employer will continue to base contributions to that fund on the base wage payable under this Agreement to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be

in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

18.7 Employees employed by the Employer after 1 July 2017 the following arrangements apply

18.7.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement covering the employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

18.7.2 Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

18.7.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 18.7.2.
- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 18.7.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 18.7.3(a) or (b) was made.

18.7.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 18.7.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 18.7.2 and pay the amount authorised under clauses 18.7.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) TWUSUPER;
- (b) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or
- (c) a superannuation fund or scheme which the employee is a defined benefit member of.

19 Salary Arrangements for Former Classifications

- 19.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:
- (a) Customer Service Co-ordinator Level 1 (CSC 1);
 - (b) Conductor;
 - (c) Airport Co-ordinator;
 - (d) Customer Service Liaison (Kiosk);
 - (e) Customer Service Liaison (Explorer); and
 - (f) 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 Agreement, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 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 Agreement, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 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 Agreement takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Agreement, 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 Agreement for the work performed.
- 20.3 The employer will provide guidance to employees covered by this Agreement:
- (a) in the preparation of resumes, job applications and the interview process; and
 - (b) regarding career opportunities and professional development.

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 Agreement when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 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 a Newcastle Transport Bus or vehicle shall be treated in respect of payment for time occupied as follows:
- (a) unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (b) all time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
 - (c) when the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under 24.1(a) 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(a)
 - (d) where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
 - (e) where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
 - (f) where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid.

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 Agreement, 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.

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

27.11 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 Agreement, the employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

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 Agreement.

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:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise; and
- (d) any other relevant matter.

30.3 All time worked:

- (a) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
- (b) time worked in excess of 40 hours in any week when five shifts are worked; or
- (c) 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.

- 30.3 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 The Employer 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 Agreement.
- 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:
- (a) Between a spread of 9.5 and 10.5 hours - time and a half
 - (b) 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 be entitled to a meal break or crib at a time determined by the Employer. A meal break or crib may be scheduled after five hours work but no later than after 5.25 hours of work.

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

36.1 All Bus Operator employees are required to wear the current approved Employer bus operation uniform at all times whilst on duty.

36.2 Uniform items and provisioning is as set out in Table 3, Part B of this Agreement.

37 Articulated Bus Allowance

37.1 An employee who operates an articulated bus, shall be paid an additional amount per shift, as set out in Part B, Table 2, of this Agreement.

37.2 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, Table 2, of this Agreement, for the period of the paid leave.

SECTION 6 - ROSTERS AND RELATED MATTERS

38 Service Reliability

- 38.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet the Employer's contractual obligations with Transport for New South Wales. Management and the local RTBU Delegate will continue to monitor early and late running time.
- 38.2 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.
- 38.3 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.
- 38.4 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 38.2 and 38.3 herein.
- 38.5 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.
- 38.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Agreement

39 Standing Time

- 39.1 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.
- 39.2 Non-Critical Peak Periods.
- 39.2.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 39.2.2 Non-critical peak periods are all times outside the intent of clause 40.3 and Saturdays and Sundays.
- 39.3 Critical Peak Period Times - Monday To Friday.
- 39.3.1 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.
- 39.4 Late Running.
- 39.4.1 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 Agreement.
- 39.4.2 To ensure this Agreement does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.

40 Rosters

- 40.1 All timetabled in service duty to be performed by Employees covered under this Agreement shall be rostered.
- 40.2 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, brokens, Day, Midday and PM rosters) as well as a Daily Allocation Roster (DAR).
- (a) 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.
 - (b) 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.
 - (c) Bus Operators appointed to the DAR roster must have at least 12 months experience with the employer to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by the employer
- 40.3 Employees shall be rostered off on two clear days in each rostered week.
- 40.4 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.
- 40.5 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- 40.6 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 40.9 and 40.19.
- 40.7 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.
- 40.8 For the purposes of subclause 40.7, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.
- 40.9 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.
- 40.10 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.
- 40.11 This clause shall not apply to school specials or charter hiring.
- 40.12 No alteration shall be made to the work of any employee covered under this Agreement, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two

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

- 40.13 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.
- 40.14 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.
- 40.15 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.
- 40.16 Employees covered under this Agreement are required to provide at least one hour's notice of non-attendance for work.
- 40.17 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.
- 40.18 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.

41 Daily Maintenance of Rosters

- 41.1 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:
- 41.2 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.
- 41.3 Yard Supervisors: all full shifts are to be covered, except as provided by clause 46.2.

42 Roster Committees

- 42.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 42.2 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 the employer 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.

- 42.3 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.
- 42.4 Before week one, as defined in 43.4(a) 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.
- 42.5 Following the process outlined in 42.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 42.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

43 Roster Changes

- 43.1 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.
- 43.2 Subject to Clause 17 (Income Protection), it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Agreement prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 43.3 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.
- 43.4 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:
- (a) 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;
 - (b) 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
 - (c) 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).

43.5 Rosters will be worked where they comply with this Agreement and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

44 Training Rosters

44.1 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.

44.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. 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.

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

- (a) 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;
- (b) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and the employer's contractual obligations.

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

44.5 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.

45 New Year's Eve Rostering Arrangements

45.1 Due to New Year's Eve celebrations, the Employer may increase 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.

46 Exclusive Shifts

46.1 It is agreed that the following Exclusive shifts will continue for the duration of this Agreement in accordance with Part B, Table 5 of this Agreement:

- (a) Union shift;
- (b) Institute shift;
- (c) Yard Supervisor shift;

- (d) Sign On shift, some depots only (while the current incumbent remains);
- (e) Senior Bus Operator Yard Shift;

46.2 Where the employer no longer requires the position(s) of Yard Supervisor and/or Senior Bus Operator Yard Shift, an employee filling the position of Yard Supervisor and/or Senior Bus Operator Yard Shift will be entitled to salary maintenance (including wage increases that apply under this Agreement) until such time as the employee is promoted a higher paid position or the employee elects to move to a lower paid position. In the event that the position(s) of Yard Supervisor and/or Senior Bus Operator Yard Shift no longer required the Employer will consult with the union on alternate employment arrangements for impacted employees.

46.3 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.

47 Special Hirings

47.1 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.

48 Charter Work

48.1 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.

48.2 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.

48.3 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.

48.4 Penalty rates to be as provided in this Agreement.

49 Sign on and Sign Off Times

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

50 Individual Flexibility Agreement

50.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;

- (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and the arrangement is genuinely agreed to by the employer and employee.

50.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

50.3 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

50.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

50.5 The employer or employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the employer and employee agree in writing--at any time.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

51 Annual Leave

51.1 Annual leave shall be as provided in accordance with the Fair Work Act.

51.2 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.

51.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:

- (a) in the case of retirement, resignation or dismissal - to the employee;
 - (b) in the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.
- 51.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 51.5 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 Agreement, in addition to payment for such leave of absence.
- 51.6 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 Agreement, in addition to payment for such leave of absence.
- 51.7 Cashing Out Annual Leave
- (a) An employee may cash out untaken accrued annual leave under this Agreement.
 - (b) Each cashing out of a particular amount of paid annual leave must be by separate agreement in writing between the Employer and the Employee.
 - (c) An employee may not cash out annual leave if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
 - (d) Where an employee elects to cash out leave, the employee will be paid the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

52 Long Service Leave

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

53 Personal/Carer's Leave Entitlement

- 53.1 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.

- 53.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 53.3 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:
- 53.3.1 a spouse of the employee; or
 - 53.3.2 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
 - 53.3.3 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
 - 53.3.4 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.
- 53.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave: employees covered under this Agreement are required to provide at least one hour's notice of non-attendance for work.

54 Personal Sick Leave

- 54.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.
- 54.2 An employee accrues the following amount of paid personal/carers leave for absence due to personal illness or injury:
- (a) during an employee's first seven years of service - 10 working days per year; and
 - (b) during an employee's further years of service - 15 working days per year.
- 54.3 Leave taken by an employee under sub-clause 54.2 is deducted from the amount of personal/carers' leave under sub-clause 53.1
- 54.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:
- (a) the current year's sick leave component of the personal/carers' leave entitlement as personal sick leave; or
 - (b) the current year's personal/carers' leave entitlement.

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

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

55 Personal Carers' Leave

55.1 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 or who require care due to an unexpected emergency.

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

55.3 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.

55.4 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.

55.5 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.

55.6 Each day or part day of carer's leave taken in accordance with sub-clause 55.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 55.1 up to a maximum of ten days per annum.

55.7 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.

55.8 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.

56 Bereavement/Compassionate Leave

56.1 The provisions of this clause apply to an employee other than a casual employee. The entitlements of casual employees are set out in clause 11.

56.2 Bereavement Leave

56.2.1 An employee, other than a casual employee, is entitled to use up to two days as bereavement leave on each occasion at base pay against an employee's projected roster and on production of satisfactory evidence (if required by the employer) of the death of a member of the employee's immediate family or household.

Bereavement Leave will be granted by the Employer on production of satisfactory evidence.

56.2.2 Unpaid bereavement leave

An employee may take up to two days unpaid bereavement leave by agreement with the employer.

56.3 Compassionate Leave

56.3.1 On the production of satisfactory evidence, an employee, other than a casual employee, is entitled to compassionate leave when a member of their immediate family or household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life.

Employees are entitled to 2 days of paid compassionate leave on each occasion.

56.4 Except as provided by this clause bereavement/compassionate leave is not deducted from Personal/Carers Leave.

56.5 After an employee has completed seven years of service up to a maximum of two days per annum used under 56.2 and 56.3 is deducted from the amount of personal/carer's leave under clause 53.1.

57 Purchased Leave for Personal or Family Needs

57.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Agreement who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.

57.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.

57.3 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.

57.4 Employees are required to re-apply annually if they wish to participate in the scheme.

57.5 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.

57.6 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.

- 57.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Agreement.
- 57.8 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.
- 57.9 The definition of a week is Monday to Friday.
- 57.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 57.11 Employees will retain home and duty passes and other privilege passes.

58 Paid Maternity Leave –

- 58.1 The provisions of clause 58 supplement the NES. A female permanent employee is entitled to paid maternity leave in accordance with this clause and with the Employers Parenting Leave Procedures.
- 58.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 58.3 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.
- 58.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:
- (a) in a lump sum payment at the commencement of maternity leave or;
 - (b) as full pay on a fortnightly basis while on maternity leave or;
 - (c) as half pay on a fortnightly basis while on maternity leave or;
 - (d) in any combination of the above options.
- 58.5 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:
- (a) as full pay on a fortnightly basis while on maternity leave or;
 - (b) as half pay on a fortnightly basis while on maternity leave or;
 - (c) in any combination of the above options
- 58.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 58.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 58.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 58.9 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.

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

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

58.12 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.

59 Parental Leave

59.1 The provisions of clause 59 supplement the NES. An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with the Employers Parenting Leave Procedures. Continuous service for a casual means work on an unbroken, systematic and regular basis.

59.2 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.

59.3 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.

59.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced but may be extended in accordance with the NES.

59.5 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.

59.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.

59.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.

59.8 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.

60 Adoption Leave

60.1 Permanent employees are entitled to paid adoption leave in accordance with this clause and with the Employer's Parenting Leave Procedures.

- 60.2 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:
- (a) in a lump sum payment at the commencement of adoption leave or;
 - (b) as full pay on a fortnightly basis whilst on adoption leave or;
 - (c) as any combination of the above options.
- 60.3 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:
- (a) as full pay on a fortnightly basis whilst on adoption leave or;
 - (b) as half pay on a fortnightly basis whilst on adoption leave or;
 - (c) as any combination of the above options.
- 60.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 60.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 60.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 60.7 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.
- 60.8 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.
- 60.9 If an employee requests part-time work on return from adoption leave, the Employer will, where this is practical, provide part-time employment for the employee.
- 60.10 If an employee requests a job share arrangement on return from adoption leave, the Employer will, where this is practical, provide a job share arrangement for the employee.

61 Domestic Violence Leave

- 61.1 Employees shall be entitled to Domestic Violence Leave in accordance to the Employer's Domestic Violence Leave policy.
- 61.2 Leave entitlements provided for in subclauses 54.2 (Personal Sick Leave) and 55.1 (Personal Carer's Leave) and Clause 51 (Annual Leave), may be used by employees experiencing domestic violence.
- 61.3 Where the leave entitlements referred to in sub clause 61.2 above are exhausted, the employer may grant Special Leave up to five (5) days.

- 61.4 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.
- 61.5 Personal information concerning domestic violence will be kept confidential by the Employer.
- 61.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location."

62 Career Break

- 62.1 A permanent employee who has been continuously employed with the Employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 62.2 The terms and conditions under which an employee may take a career break are as follows:
- (a) The minimum period for a career break is six months. The maximum period for a career break is 12 months.
 - (b) An employee must provide three months' notice of a request to take a career break.
 - (c) An employee who takes a career break must utilise any accrued annual leave as part of this break.
 - (d) Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
 - (e) At the commencement of the career break, employees must return their staff travel pass.
 - (f) 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.
 - (g) 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.
 - (h) Applications for career breaks will be approved at the Employers discretion.

63 Public Holidays

- 63.1 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:
- (a) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
 - (b) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 63.2 Payment and processing of payment for Public Holidays will be in accordance with clauses 67 to 69 regarding rates of pay.

64 Work on a Public Holiday

- 64.1 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.
- 64.2 In addition to the penalty rate prescribed in 64.1 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.
- 64.3 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.
- 64.4 To avoid doubt, the Additional Payment referred to in 67.2 above, will be paid out when the Public Holiday falls.

65 Concessional Day (Substitute Bank Holiday)

- 65.1 Employees covered under this Agreement shall be entitled to a Concessional Day in substitution of the Bank Holiday, to be observed on New Year's Eve, provided that:
- (a) 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
 - (b) 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.

66 Picnic Day

- 66.1 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 Agreement, other than Casual Employees, shall be entitled to the Picnic Day entitlement.
- 66.2 Employees rostered off on the Picnic Day shall be paid 7.6 hours pay at ordinary time rates.
- 66.3 An employee rostered to work on the Picnic Day shall be paid an additional 7.6 hours ordinary time pay.

67 Jury Service Leave and community Service Leave

- 67.1 Entitlement
- 67.2 This clause of the Agreement supplements the provisions of the NES which deal with community service leave.

67.2.1 An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period to undertake eligible community service.

67.2.2 Eligible community service activity means jury service or voluntary emergency management activities as defined by the NES.

67.3 Notice - An employee who wants an absence from his or her employment to be covered by this clause must give the Company notice of the absence as soon as practicable and must advise the expected period of the absence.

67.4 Jury Service

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

67.4.2 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.

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

67.5 Requirements for Payment - Jury Service

67.5.1 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.

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

67.5.3 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

68 Workplace Health and Safety Training

68.1 The Employer 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.

69 Alcohol and Other Drugs

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

70 Certificate III in Driving Operations (Bus)

- 70.1 The Employer 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 the Employer's commitment to the program.
- 70.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 70.3 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.
- 70.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 70.5 The Employer will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Agreement. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

71 Driver Skills Maintenance Program

- 71.1 The bus Driving Skills Maintenance Program will continue for the term of this Agreement. Bus Operators may be required to attend a Bus Driving Skills Maintenance Program.
- 71.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to and relevant legislative standards for driving and operating buses.
- 71.3 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:
- (a) updates on Australian Road Rules and other information relating to driving and operating buses; and
 - (b) practical refresher skills in operating buses including personal safety strategies.
- 71.4 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 71.5 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the RTBU.

72 Fatigue Management

- 72.1 Fatigue management principles apply to all employees covered by this Agreement.
- 72.2 No employee will be permitted to work more than 12 hours in any 24-hour period.

- 72.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.
- 72.4 No employee will work more than 24 days in a 28-day period.
- 72.5 No employee will work more than 12 days straight.
- 72.6 A 24-hour period commences from the time of the first sign on.
- 72.7 No employee will work or be required to work more than five hours and 15 minutes hours straight without a break.

SECTION 9 - GENERAL

73 Continuity of Service (on Transfer of Business)

- 73.1 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.
- 73.2 For the purpose of determining those entitlements:
- (a) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
 - (b) a period of service with the former employer (including service before the commencement of this Agreement) is taken to be a period of service with the new employer.

74 Abandonment of Service

- 74.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of the Employer, that their absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 74.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by the Employer:
- (a) 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;
 - (b) 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;
 - (c) 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.

74.3 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.

74.4 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.

75 Quality Certification

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

76 Absence Management Procedures

76.1 Commitment to Reduction in Sick Leave Levels.

76.1.1 The Parties to this Agreement are committed to ensuring the Employer, 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.

76.1.2 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.

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

76.2 Review Mechanisms.

76.2.1 The Employer 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.

76.2.2 The Employer and the RTBU will undertake a full review of the success of the procedures throughout the life of this Agreement.

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

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

76.3 Medical Examination, the Role of the employer nominated doctor and Employee Obligations.

76.3.1 An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by an employer nominated doctor (the Doctor) on the first or any subsequent day of the unplanned absence. The Doctor will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

76.3.2 If the employee cannot be contacted by the Doctor, 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.

76.3.3 If directed by the Employer, an employee must attend an examination by an Employer nominated doctor located within a reasonable travelling distance from the employee's home, at any time. The Doctor may include a specialist. This may occur where:

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

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

76.3.5 Where the 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.

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

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

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

76.4.1 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 the Employer to place undue pressure on any employee in genuine need of sick leave.

76.5 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:

- (a) failure to comply with any aspect of the Employer's sick leave policy or an obligation imposed under the provisions of this clause;
- (b) 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.

76.5.1 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:

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

76.5.2 The employer's Policy and Procedure may be varied to give effect to the provisions of this clause.

76.6 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

76.8 Step 3

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

76.9 Continuous Review.

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

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

77 Patterns of Work and Productivity

77.1 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 the employer and its employees.

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

78 New Technology

78.1 The Parties to this Agreement will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies by the employer. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.

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

79 Centre and Rear Door Loading for Cashless Services

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

79.2 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.

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

80 Termination of Employment

80.1 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

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

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

80.2 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.

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

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

80.3 Notwithstanding the notice provisions prescribed in 80.1 to 80.2 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.

80.4 Employees to return all property.

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

81 Redundancy

81.1 Entitlement

81.1.1 If the Employer has made a definite decision that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision leads to the termination of employment of the employee, the employee is entitled to the amount of redundancy pay in respect of the period of service as outlined in 81.3.

81.2 Period of notice required

81.2.1 If an employee's employment is terminated by reason of redundancy, the employee must be given a period of notice as provided for in clause 80.

81.2.2 By agreement between the Company and the employee, an employee may terminate their employment in accordance with clause 80 of this Agreement when necessary to commence alternative employment.

81.3 Redundancy pay

81.3.1 If an employee's employment is terminated by reason of redundancy, the employee is entitled to the following amount of redundancy pay on termination:

Completed years of service*	Weeks' Pay
0 – but not more than 1 year	3 weeks
Greater than 1 year - but not more than 2 years	6 weeks
Greater than 2 years - but not more than 3 years	9 weeks
Greater than 3 years - but not more than 4 years	12 weeks
Greater than 4 years - but not more than 5 years	15 weeks
Greater than 5 years - but not more than 6 years	18 weeks
Greater than 6 years - but not more than 7 years	21 weeks
Greater than 7 years - but not more than 8 years	24 weeks
Greater than 8 years - but not more than 9 years	27 weeks
Greater than 9 years - but not more than 10 years	30 weeks
Greater than 10 years - but not more than 11 years	33 weeks
Greater than 11 years - but not more than 12 years	36 weeks
Greater than 12 years - but not more than 13 years	39 weeks

*Note: Where an employee has not completed a full year of service the employee is entitled to a pro rata payment for each completed month of service.

81.3.2 After 13 years of completed service an additional two week's pay for each completed year of service thereafter capped at a maximum payment of 52 weeks, provided that where an employee has not completed a full year of service the employee is entitled to pro rata payment for each completed month of service.

81.4 **Weeks' pay** means the rate of pay referred to in Table 1, Part B of this Agreement.

81.4.1 Redundancy pay must not exceed the amount payable to the employee had the employee remained in the employ of the Company until the employee's normal retirement date.

81.5 Employee leaving during notice period

81.5.1 An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

81.6 Job search entitlement

81.6.1 An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

81.6.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.

SECTION 10 - INDUSTRIAL RELATIONS

82 Disputes Settlement Procedure

- 82.1 In the event of a dispute arising in the workplace about matters arising under this Agreement or in relation to the National Employment Standards, the procedure to resolve the matter will be as follows:
- 82.1.1 The employee and the employee's supervisor meeting and conferring on the matter within two days of the dispute being notified.
- 82.1.2 If the matter is not resolved at the meeting in clauses 82.1.1, the parties must arrange for further discussions between the employee and more senior levels of management. The employer and the employees and their representatives will meet within one week of the meeting under clause 82.1.1
- 82.1.3 If the matter cannot be resolved it may be referred by either party to FWC for resolution. This does not affect the right of either party to a dispute to take other action to resolve the dispute. All parties to the dispute will use their best endeavours to expedite conferences and or hearings in the FWC, with the view to resolving the dispute as quickly as possible.
- 82.2 An employee may choose to have an employee representative of their choice, including a Union representative, to represent and support them at any stage of the dispute resolution procedure. Any representative nominated by the employee pursuant to this dispute resolution procedure will be allowed, at a place designated by the Company, the necessary time during working hours to support the employee.
- 82.3 While the parties attempt to resolve a dispute, employees must continue to work as normal in accordance with this agreement and their contracts of employment unless an employee has a reasonable concern about imminent risk to safety or health. In this case, an employee must not unreasonably fail to comply with a direction of the Company to perform other available work, whether at the same or another workplace that was safe and appropriate for the employee to perform.
- 82.4 If a dispute is referred to FWC for resolution, FWC can take any or all of the following actions as it considers appropriate to resolve the dispute:
- convene conciliation conferences of the parties or their representatives at which FWC is present;
 - require the parties or their representatives to confer among themselves at conferences at which FWC is not present;
 - request, but not compel, a person to attend proceedings;
 - request, but not compel, a person to produce documents;
 - where either party requests, make recommendations about particular aspects of a matter about which they are unable to reach agreement;
 - where the matter, or matters, in dispute cannot be resolved (including by conciliation) and one party or both request, arbitrate or otherwise determine the matter, or matters, in dispute.
- 82.5 The Commission must follow due process and allow each party a fair and adequate opportunity to present their case.
- 82.6 Any determination by FWC under clause 82.4 must be in writing if either party so requests, and must give reasons for the determination.

- 82.7 Any determination made by FWC under clause 82.4 must be consistent with applicable law and must not require a party to act in contravention of an applicable industrial instrument or law.
- 82.8 Either party may appeal a determination of FWC to a Full Bench of FWC.
- 82.9 If either party requests the 'status quo' may operate while the dispute is being resolved. Provided that 'Status Quo' will not operate for more than one month from the day that the dispute was first notified to the Company. The Status Quo period may be extend beyond one month by agreement between the parties to the dispute.
- 82.10 The parties are entitled to be represented e.g. by legal representatives and/or the union in proceedings pursuant to this dispute resolution procedure.

83 Union Training Leave

- 83.1 A maximum of 10 days will be provided for employees to participate in authorised trade union training.

84 Stand Down

- 84.1 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 - Wage Rates
(Subject to conditions outlined in clause 15 Wages and Wage Increases)

	1/1/17	Industry allowance at 1/1/2017	Industry Allow + wages	First Full Pay Period date of approval by the FWC	First Full Pay Period 12 months after approval by the FWC	First Full Pay Period 24 months after approval by the FWC	First Full Pay Period 36 months after approval by the FWC
				2.50%	3%	3%	2.50%
	\$ per week	\$ per week	\$ per week	\$ per week	\$ per week	\$ per week	\$ per week
Bus Operator, Trainee Year 1	855.80	48.90	904.70	927.32	955.14	983.79	1008.39
Bus Operator Trainee Year 2	930.20	48.90	979.10	1003.58	1033.68	1064.70	1091.31
Bus Operator level 1	976.20	48.90	1025.10	1050.73	1082.25	1114.72	1142.58
Bus Operator level 2	1015.30	48.90	1064.20	1090.81	1123.53	1157.24	1186.17
Senior Bus Operator	1034.70	48.90	1083.60	1110.69	1144.01	1178.33	1207.79
Yard Supervisor	1120.00	48.90	1168.90	1198.12	1234.07	1271.09	1302.87
Senior Bus Operator - Yard (SBOY)	1064.70	48.90	1113.60	1141.44	1175.68	1210.95	1241.23
Bus Operator Trainer 1	1120.00	48.90	1168.90	1198.12	1234.07	1271.09	1302.87
Bus Operator Trainer 2	1205.70	48.90	1254.60	1285.97	1324.54	1364.28	1398.39
Bus Operator Trainer 3	1320.20	48.90	1369.10	1403.33	1445.43	1488.79	1526.01
Bus Cleaner level 1	845.90	48.90	894.80	917.17	944.69	973.03	997.35

	1/1/17	Industry allowance at 1/1/2017	Industry Allow + wages	First Full Pay Period date of approval by the FWC	First Full Pay Period 12 months after approval by the FWC	First Full Pay Period 24 months after approval by the FWC	First Full Pay Period 36 months after approval by the FWC
Bus Cleaner level 2	898.80	48.90	947.70	971.39	1000.53	1030.55	1056.31
Bus Cleaner level 3	924.80	48.90	973.70	998.04	1027.98	1058.82	1085.29
Bus Cleaner level 4	977.50	48.90	1026.40	1052.06	1083.62	1116.13	1144.03
Shed Driver	1064.70	48.90	1113.60	1141.44	1175.68	1210.95	1241.23
Customer Service Coordinator level 1	1151.20	48.90	1200.10	1230.10	1267.01	1305.02	1337.64
Airport Coordinator	1118.00	48.90	1166.90	1196.07	1231.95	1268.91	1300.64
Customer Service Liaison (Kiosk)	1118.00	48.90	1166.90	1196.07	1231.95	1268.91	1300.64
Customer Service Liaison (Explorer)	1118.00	48.90	1166.90	1196.07	1231.95	1268.91	1300.64
Conductor T/A Sign on Clerk	840.60	48.90	889.50	911.74	939.09	967.26	991.44
Bus operator trainee before 1 July 2017 (note 1)	940.60	48.90	989.50	1014.24	1044.66	1076.00	1102.90

* Wage Rates above incorporate the Industry Allowance

Note 1: Any employee paid as a trainee driver before 1 July will continue on the current rate plus any wage increases (i.e. grandfathered) as set out in Table 1 above

Table 2 - Other Rates and Allowances

Item	Description	2.5% increase Effective from the first full pay period commencing after approval by the FWC	3% increase Effective from the first full pay period commencing 12 months after approval by the FWC	3% increase Effective from the first full pay period commencing 24 months after approval by the FWC	2.5% increase Effective from the first full pay period 36 months after approval by the FWC
1	Articulated Bus Allowance	\$ 21.32	\$ 21.96	\$ 22.62	\$23.19

Table 3 - Uniform Items

The initial issue of uniform will include the following items:

Initial uniform issue	Frontline staff
Initial Issue	
Shirt short sleeve	choice of 7 garments
Shirt long sleeve	
Polo Shirt sleeve	
Polo Long sleeve	
Tie male	Choice of 1 only
Female scarf	
Cap	1
Soft cell jacket	1
Soft cell vest	1
Hi Vis jacket	1
Hi Vis Rain Jacket	1
Hi Vis Taped Long Sleeve Shirt Yellow/Navy	
Hi Vis Taped long Sleeve jumper Yellow/Navy	
Hi Vis Taped Jacket Yellow/Navy	
Hi Vis Taped Rain Jacket Yellow/ Navy	
Pants/Shorts/skirts (refer Note 1)	Choice of 3 garments
Socks (refer Note 1)	1
Shoes (refer Note 1)	1
Belt (refer Note 1)	1

Note 1: These items will not be available until 2018

The replacement issue of uniform will include the following items and time frames:

Replacement Items	Quantities	Replacement timetable
-------------------	------------	-----------------------

Top garments shirts	7 items	renewal every year
Top garments jacket/vest	2 items	renewal every 3 years
Accessories (Tie, scarf, cap)	1 tie or 1 scarf, 1 cap	renewal every 2 years
Rain jackets	1	renewal every 5 years
Maintenance	3 items	renewal every year
Trousers/socks/belt	3 items, 1 set of sock, 1 belt	renewal every 2 years
Footwear	1	renewal every year

Table 4 - Newcastle Meal Break, Sign On and Sign Off Allowances

		Time in minutes
(a)	First sign on bus ex. Shed	10
	First sign on pick up bus at relief point	3
	First sign on staff bus/car ex. shed	10
(b)	Broken shifts	
	First sign off bus to shed	10
	First sign off relieved at relief point	5
(c)	Broken shifts	
	Second sign on bus ex. shed	7
	Second sign on pick up bus at relief point	2
(d)	Second sign on staff bus/car ex. shed	7
	Final sign off bus to shed	13
	Final sign off relieved at relief point	10
(e)	Final sign off staff bus to shed	13
	Allowances at meal breaks or within shift portions	
	Bus ex. Shed	5
	Bus to shed	8
	Staff bus ex. Shed	5
	Staff bus to shed	8
	Relieved at relief point (walk/travel to meal break)	4
Pick up at relief point (walk/travel within shift portion)	0	
Pick up at relief point (walk/travel)	0	

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

TABLE 5 - EXCLUSIVE SHIFT TIMES

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE
Locations	Hours	Hours
Belmont	3h 25m	2h 15m
Hamilton	3h 35m	2h 15m

Signatory page

Signed for and on behalf of Keolis Downer Hunter Pty Ltd by:



Name CAMPBELL MASON Date 31/10/17

Position CEO

Address 89 DENISON ST, HAMILTON, NSW
2303

Witness




Name Leah Hill Date 31/10/17

Address 89 Denison Street, Hamilton NSW 2303.

Also Signed for and on behalf of the Australian Rail, Tram and Bus Union by

Name CHRIS PRESTON Date 1/11/17
Position DIVISIONAL SECRETARY RTBU
Address 83-89 RENWICK ST REDFERN
2016

Witness DAVID WOOLLAMS 
Name DAVID WOOLLAMS Date 01/11/17
Address 83/89 RENWICK ST REDFERN NSW 2016

21 November 2017

Attn: Timothy Franklin
Member Support Team
Fair Work Commission
By Email: Member.assist@fwc.gov.au

cc. cpreston@rtbu-nswbus.asn.au

Dear Deputy President Colman,

SUBJECT: Undertakings in relation to AG2017/4163

I refer to your email dated 30 October 2017 in relation to the application for approval of the *Keolis Downer Newcastle Bus Operations Enterprise Agreement 2017* ("the Agreement") and provide the following undertakings on behalf of Keolis Downer Hunter Pty Ltd:

1. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that for the purposes of Division 6 of the NES, a shiftworker means an employee who is a seven day shiftworker who is regularly rostered to work on Sundays and public holidays.
2. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that all employees will receive parental leave in accordance with the NES and that clause 59.6 of the agreement shall have no effect.
3. Keolis Downer Hunter Pty Ltd provides an undertaking in relation to the agreement that travel allowance will never be paid at a rate less than that available under the Award.
4. The bargaining representatives to the agreement have been shown a copy of these undertakings and raise no objection.

Keolis Downer Hunter Pty Ltd does not believe that the aforementioned undertakings will result in substantial changes to the Agreement.

Signed by the Employer to the Agreement

On behalf of Keolis Downer Hunter Pty Ltd:

Name: Mawgen Ralph
Title: Executive Manager – Human Resources
Date: 21 November 2017

Signature: 

THINK

LIKE A

PASSENGER