

**STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS'
ENTERPRISE (STATE) AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1. This Award may be cited as the "State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2018" ("the Award").

2. Arrangement

- 2.1. This Award is arranged as follows:

PART 1 - CORE CONDITIONS FOR SENIOR
AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND
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3. Facilitative. Provisions

- 3.1. This Award contains facilitative provisions which allow agreement(s) to be reached between the employer and employees on how specific Award provisions are to apply at the workplace level.

3.2. Facilitative provisions are not to be used as a device to avoid award obligations nor should the provisions result in unfairness to an employee or employees covered by this Award. The facilitative provisions are identified below:

Clause No. Subject Matter

97	Span of Hours (Senior Officers)
98	Time Off in Lieu of Overtime (Senior Officers)
57	Hour of Duty (Salaried Officers)
58	Overtime (Salaried Officers)
61	Time Off Between Shifts (Salaried Officers)
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4. Definitions

In this Award:

- 4.1. "ADO" means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2. "IRC" means the New South Wales Industrial Relations Commission.
- 4.3. "Authorised Position" means a permanent full-time or part-time position approved by the employer as such.
- 4.4. "Casual Employment" has the meaning given that term by virtue of sub-clause 22.10 of this Award.
- 4.5. "Continuous Service" means continuous employment with the employer under a contract of service excluding any period of:
- (a) unauthorised leave without pay;
 - (b) unpaid sick leave which exceeds three months;
 - (c) suspension without pay imposed pursuant to the provisions of the *Transport Administration (Staff) Regulation 2012 (NSW)*; and
 - (d) authorised leave without pay, of any type, which exceeds three months.
- 4.6. "Disciplinary Proceedings" means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.

- 4.7. "Employee" means, where that term appears in
- (a) PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer
 - (b) PART 2 of this Award: to all Salaried Officers only;

PART 2A of this Award, to all Salaried Officers who are Administrative Officers only;

PART 2B of this Award: all Salaried Officers employed within the Maintenance areas of the Division only;

PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
 - (c) PART 3 of this Award: to all Senior Officers only.
- 4.8. "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
- 4.9. "Division" means the STA group.
- 4.10. Extended leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.
- 4.11. "NSW Act" means the *Industrial Relations Act* 1996 (NSW) or succeeding Act.
- 4.12. "Officer" means a Salaried or Senior Officer employed as a member of the Transport Service in the STA Group on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13. Parties means the Secretary of the Department of Transport as head of the Transport Service, the Australian Services Union of NSW, the Rail, Tram and Bus Union of NSW (Administrative, Supervisory, Technical and Professional Division) and the Association of Professional Engineers, Scientists and Managers, Australia, NSW (known as Professionals Australia).
- 4.14. "Part-Time Employment" has the meaning given that term by virtue of sub-clause 22.3 of this Award.
- 4.15. "Personal Leave" has the meaning given that term by clause 32 of this Award and includes personal sick leave, carers' leave and compassionate/bereavement leave.

4.16. "Purchased Leave" means a form of additional paid leave whereby an employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.

4.17. "Picnic Day" means an annual picnic event for Salaried and Senior Officers employed under this Award.

4.18. "Public Holiday" means:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Monday;
- (f) Anzac Day;
- (g) Sovereign's Birthday;
- (h) Labour Day;
- (i) Christmas Day;
- (j) Boxing Day; and
- (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above

4.19. "Shift Worker" means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.

4.20. "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration (Staff) Regulation 2012* as being part of the STA Group who are not part of the Transport Senior Service.

4.21. "State Act" means the *Transport Administration Act 1988* (NSW) or succeeding Act.

4.22. "Temporary Employment" has the meaning given that term by virtue of subclause 22.13 of this Award.

4.23. "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).

4.24. "Week" means:

- (a) for an employee who is a Shift Worker, Sunday to Saturday.
- (b) for an employee who is not a Shift Worker, Monday to Friday.

4.25 "RMS" means Roads and Maritime Services.

5. Parties Bound

5.1. This Award shall be binding on the following parties and classes of persons:

- the Employer;
- the Rail, Tram and Bus Union, New South Wales;
- the Australian Services Union, New South Wales;
- the Association of Professional Engineers, Scientists and Managers, Australia, New South Wales (known as Professionals Australia), and;
- all employees of the STA Group covered by this Award.

6. Relationship to Industrial Instruments

6.1. This Award wholly supersedes and replaces the following instruments:

- the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;
- the State Transit Authority of New South Wales, Salaried Officers' Award 2001;
- the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.
- The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2012.

- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015

- This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

6.2. In recognition of the fact that former awards and agreements are incorporated by consolidation into this Award, the parties acknowledge that if any provisions of the former awards and agreements containing a right or liability were not included in this Award, the parties will confer and if necessary make application to vary this Award in accordance with the requirements of the *Industrial Relations Act 1996* (NSW).

7. No Extra Claims

- 7.1. The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 7.2. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.
- 7.3. Variations made with the agreement of the parties as provided for in clause 6 (1) (d) of the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2011* are not prohibited by this clause.

8. Area, Incidence and Duration

- 8.1 This Award shall take effect on and from 1 January 2018.
- 8.2. The Nominal Expiry Date of this Award is 31 December 2020.
- 8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

- 9.1. It is the intention of the parties to this Award to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1.A wage increase will apply to employees covered by this Award payable as follows:
- 2.5% from the first pay period on or after 1 January 2018
 - 2.5% from the first pay period on or after 1 January 2019
 - 2.5% from the first pay period on or after 1 January 2020

10.2. The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

11. Industry Allowance

11.1. During the life of this Award the current industry allowance rates will increase as shown in Schedule C of this Award.

12. Payment of Wages

12.1. The employer will effect the payment of all employee wages, salaries and allowances by electronic transfer of funds into financial institution accounts (Banks, Credit Unions and Building Societies) as nominated by employees, and will continue to do so for the life of this Award.

13. Salary Sacrifice for Superannuation

13.1. Notwithstanding the wages prescribed in this Award, an employee other than a temporary or casual may elect, subject to the agreement of the employer, to sacrifice a portion of the base wage payable under this Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

In this clause, "superannuable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

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

13.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

13.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

13.3. The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

13.3.1. Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions;
or

13.3.2. Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

13.4. Where an employee elects to salary sacrifice in terms of sub-clause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.

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

- the *Superannuation Act 1916*;
- the *State Authorities Superannuation Act 1987*;
- the *State Authorities Non-contributory Superannuation Act 1987*; or
- the *First State Superannuation Act 1992*.

the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

13.6. Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Expenses

14.1. For the life of this Award, the employer will continue to apply the allowance rates provided for in the "Meal, Travelling and Related Allowances Circular", as published from time to time by the NSW Premiers' Department, for the following allowances:

- meal expenses on same day journeys (travel not involving an overnight stay);

- travelling allowances when staying in non Government accommodation (involving overnight stay);
- incidental expenses when claiming actual expenses;
- overtime meal allowances; and
- rates for use of private motor vehicles;

15. Meal Allowance

15.1. An employee who is authorised by their manager to undertake a one-day journey on official business where overnight accommodation is not required shall be paid the appropriate rate of allowance set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the Premiers Department, for:

- Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;
- Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;
- Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;

but an employee shall not be deemed to have incurred expenses for any meal or a bed provided free of charge by the employer.

No payments shall be made except where an employee proceeds to a place outside the boundaries of the Sydney metropolitan or Newcastle transport systems which is at least 24 kilometres from the usual workplace, the distance being computed by the ordinary means of travel.

15.2. The employer shall not be obliged to pay any allowance under this clause unless the employee concerned makes a claim, but if a claim is made, the allowance shall be paid in full regardless of the amount claimed.

15.3. Employees shall be entitled to the following meal allowance:

15.3.1. An employee who works authorised overtime for two hours or more in excess of their ordinary shift shall be eligible for an overtime meal allowance, as prescribed in the Meal, Travelling and Related Allowances Circular, if they finish later than 8.00 a.m. (breakfast), or 1.30 p.m. (lunch), or 6.30 p.m. (dinner) or 1.00 a.m. (supper).

15.3.2. A Salaried Officer who ordinarily commences duty at 8.30 a.m. or later, if directed to commence before 7.00 a.m. on irregular occasions, and do so commence, shall be eligible for a meal allowance for breakfast.

16. Travelling Allowance

- 16.1. An employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the NSW Premiers' Department.
- 16.2. The need to obtain overnight accommodation shall be determined by the employee's manager having regard to the safety of the employee travelling on official business and local conditions applicable in the area.
- 16.3. As an alternative to the provisions, the employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an employee who is required to work at a temporary work location.
- 16.4. This clause does not apply to employees who are on an employee-initiated secondment.

17. Relocation Allowance

- 17.1. Where an employee is transferred in the interest of the employer or on promotion, the employee shall be eligible for a relocation allowance which allows for free rail travel for their family, free transit for their furniture; reasonable expenses to cover cost of removal, and reasonable cost of living for a period not exceeding six weeks pending the arrival of their furniture, and / or their securing of a residence.
- 17.2. In the case of an employee who is transferred to suit their own convenience, or by way of disciplinary action, the employee, their partner and family will be eligible for free rail travel and free transit for their furniture, but no other travel allowances will be allowed.
- 17.3. Applications for Relocation Allowance must be made in advance and be approved at the discretion of the Executive Director People & Culture.

18. Uniform Allowance

- 18.1. Operational Salaried Officers are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.
- 18.2 All Operational Salaried Officers, including new employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.
- 18.3 Subsequent to the initial issue, Operational Salaried Officers will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit uniform from approved supplier(s).

- 18.4 Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.
- 18.5 In extraordinary circumstances where the uniform worn by Operational Salaried Officers is damaged in the course of duty, the officer may apply for a replacement of the damaged items.

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

- 19.1. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 19.2. Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a Consultative Committee – and at other times as agreed – to consult on matters which have organisational wide impact or implications.
- 19.3. The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 19.4. When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- a) the Employer will provide relevant information about:
 - i. the proposed change;
 - ii. effects on the Employees;
 - iii. the rationale for the proposed changes based on business needs;
 - b) The Employer will meet with the affected Employees and their Employee Representatives and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.

d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.

19.5. To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives through the Consultative Committee to develop and implement a Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.

19.6. The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impact on the working arrangements of Employees. Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 20.

20. Dispute Settlement Procedures

20.1. The parties recognise that disputes can differ widely in nature, and can take different lengths of time to resolve, but the purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

20.2. A dispute can arise over any issue that directly affects the interests of any of the parties.

20.3. Any dispute between the Employer and Employee(s) or the Employee's representative shall be resolved according to the following steps:

STEP 1: Where a dispute arises it shall be raised in the first instance in writing by the Employee(s) or their union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their union delegate concerning the dispute within 48 hours advising them of the action being taken.

STEP 2: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Workplace Relations Manager or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in

dispute within 72 hours of the completion of Step 1 or the Workplace Relations Manager being notified of a dispute involving other than local issues.

STEP 3: If the dispute remains unresolved, each party to the dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or union official, the CEO of State Transit or their nominee who will meet and conclude their discussions within 48 hours. The matter may be referred to Unions NSW for resolution of the dispute by any of the parties involved provided Unions NSW is chosen by the Employees as their representative.

STEP 4: If the dispute remains unresolved any party may refer the matter to the Industrial Relations Commission for conciliation. If conciliation does not resolve the dispute the matter shall be arbitrated by the Industrial Relations Commission provided that arbitration is limited to disputes that involve matters listed in sub-clause 20.2 of this procedure.

20.4. If it is decided to refer the matter to the Industrial Relations Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the dispute.

20.5. The parties to the dispute may extend the timeframe of Steps 2 – 4 by Agreement. Such Agreement shall be confirmed in writing.

20.6. The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.

20.7 While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.

20.8 The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

21. Rights of Union Delegates

21.1. For the purposes of:

- ensuring compliance by the parties with the terms of this Award; and
- facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:
 - 21.1.1. an employee elected or appointed, as a delegate will, upon notification to the employer, be recognised as the accredited representative of the union to which they belong;
 - 21.1.2. an accredited delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
 - 21.1.3. subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
 - 21.1.4. the general nature of the matters affecting employees and the probable time of absence should be indicated to the supervisor;
 - 21.1.5. delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, upon a written request from the union;
 - 21.1.6. delegates may be authorised by the Senior Workplace Relations Consultant in consultation with local managers, to attend delegates training conducted by the union upon a written request by the union;
 - 21.1.7. delegates will be provided with reasonable access to a phone, fax machine, computer, Internet and a notice board;
 - 21.1.8. each union will periodically supply a list of delegates and contact numbers to the Senior Workplace Relations Consultant.

SECTION 1D - EMPLOYMENT RELATIONSHIP

22. Types of Employment

Full-Time Employees

22.1. A full-time employee is an employee other than a casual or part-time employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.

22.2. See Clauses 57 and 96 for the prescribed ordinary hours.

Part-Time Employees

22.3. A part-time employee is one employed to work fewer ordinary hours than the ordinary hours worked by a full-time employee performing duties of the same classification and grade.

22.4. The number of hours worked shall not be less than three hours per day.

22.5. The work arrangement shall be subject to a Part-Time Work Agreement between the employer and the employee, which includes but is not limited to the numbers of hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the employer and the employee from time to time.

22.6. Except in cases of exceptional circumstances, part-time employees shall not be required to work beyond their rostered hours.

22.7. Where an employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the employee.

22.8. Where a part-time employee agrees to work beyond their rostered hours they will be entitled to payment applicable to a full time employee of the same classification and grade. Overtime rates shall not be payable for hours worked which would be ordinary hours for a full-time employee of the same classification and grade.

22.9. A part-time employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other award benefits as those provided for full-time employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the part-time employee will receive entitlements specified in the relevant clauses of this Award.

Casual Employees

- 22.10. A casual employee is engaged to work on an hourly or daily basis.
- 22.11. Where staff shortages are of a short duration, casual employees may be employed to cover such absences. Such employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.
- 22.12. A casual employee shall be notified at the end of the day if their services are not required on the next working day.

Temporary Employees

- 22.13. A temporary employee is an employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.
- 22.14. A temporary employee shall be entitled to the same salary and conditions as permanent employees in the same classification, unless otherwise prescribed by this Award.

23. Temporary Appointments

- 23.1. The employer may engage a temporary employee, or an existing employee on a temporary appointment, for a period of two years in normal circumstances or of up to three years for a special project or a specific reason.
- 23.2. The employer may fill a permanent position which is vacant with a temporary employee, or an existing employee by way of secondment, temporary appointment, temporary transfer or higher duties, subject to a maximum period of three years.
- 23.3. Nothing in this clause is intended to affect or limit the Staff Mobility provisions of Part 3.2 of the *Public Sector Employment and Management Act 2002* (NSW), where the provisions of that part apply to State Transit.

24. Managing Excess Employees

- 24.1. The parties are committed to implement the revised policy and procedures relating to Managing Excess Employees, in the life of this Award.
- 24.2. Such policy procedures may be varied by State Transit to be in line with any variations to the NSW Government's policy on Managing Excess Employees in

the NSW Public Sector, subject to the provisions in clause 19 - Communication and Consultation.

25. Managing Sick Leave Related Absences

25.1. The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:

- Salaried Operational Officers - 9 days per year
- Salaried Administration Officers - 6 days per year
- Senior Officers - 6 days per year

25.2. The strategies to be implemented will include, but are not limited to, the following:

25.2.1. a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;

25.2.2. payment of sick leave being provisional on an employee:

- (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
- (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
- (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
- (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;
- (e) employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
- (f) a requirement that any employee on long term sick leave may be required by the employer to participate in a return to work program.

25.3. For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

25.3.1. failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;

25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the employee was under an obligation to do so;

25.4. The following are provided as examples of attendance patterns which would require review by management and which may result in an employee being placed on an absence management program:

25.4.1. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;

25.4.2. high number of one to two day unplanned absences, particularly for different reasons;

(a) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, public holidays or annual leave;

(b) unplanned absence on a day which an employee sought as a day off, but which was not approved;

(c) unplanned absences on special events;

(d) four or more absences (particularly single day absences), in a four-month period.

25.5. The parties agree that in order to give full effect to the provisions of this clause that:

25.5.1. Subject to provisions to clause 19 - Communication and Consultation, the employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;

25.5.2. Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in sick leave; and

- 25.5.3. The unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average sick leave levels.

25.6. Absence Management Program Step 1 - Preliminary Discussion

- 25.6.1. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- 25.6.2. If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

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

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

25.8. Absence Management Program - Step 3

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

25.9. Continuous Review

- 25.9.1. An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.
- 25.9.2. Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

26. Commitment to Business Reforms

26.1. The parties acknowledge the need for continuous change and reform to support State Transit's ability to tender competitively for the Metropolitan and Outer Metropolitan Bus Systems Contracts (O/MBSC). During the life of this Award this will include, but not be limited to the following:

- 26.1.1. Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney.;
- 26.1.2. Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:
- Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;
 - Introduction of an integrated human resource information and payroll system;
 - Use of E-Recruitment;
 - Introduction of On Line Ordering for Ticketing;
 - Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;

- 26.1.3. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.
- 26.2. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.3. The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.
- 26.4. The parties acknowledge that:
- 26.4.1. Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
- 26.4.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and
- 26.4.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. E-Recruitment

- 27.1. The parties to this Award agree:
- 27.1.1. to the full implementation of the systems, policies and standardised practices required to maximise the full range of benefits available under the e-recruitment system now and into the future;
- 27.1.2. to fully support the business process re-engineering to implement system, policy, operational and, if required, regulatory changes as required, to extract full benefit from the e-recruitment system;
- 27.1.3. the Employer may utilise a centralised e-recruitment system such as provided by the Public Sector Workforce Office, in respect to those positions and classifications covered under this Award;
- 27.1.4. that the benefits of 27.1.1 to 27.1.3 above may include, but are not limited to:
- the introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities within State Transit;
 - the use of online self service function for job application, interview booking, and ability testing;

- online viewing of applications by the Selection Panels and use of web-based functions for the culling and selection process;
- introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;
- enhanced promotion of employment within State Transit and the NSW Government sector generally;
- introduction of applicant tracking and recruitment process management;
- collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists within the life of this Award.

28. Use of Eligibility Lists

- 28.1. When a vacant position is advertised the employer may, in connection with a determination of the merit of the persons eligible for appointment to the position, create an Eligibility list for the position.
- 28.2. An Eligibility list for a position is a list of eligible applicants (namely the persons who duly applied for appointment to the position and who are eligible for appointment but not selected for appointment were considered suitable to the position but were not offered a position) arranged in order of merit (with merit determined by the employer).
- 28.3. An Eligibility list for a position remains current for 12 months after the list was created and may or may not be used to fill future vacancies.
- 28.4. An Eligibility list need not comprise all the eligible applicants so long as the list contains the applicant or applicants of greatest merit.
- 28.5. An Eligibility list is applicable not only to the position in relation to which it was created ("the relevant position") but also:
- 28.5.1. to any other position that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.2. to any other position in a subsidiary corporation of State Transit that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 28.5.3. to a permanent position where the relevant position was a temporary position.

28.6. A determination by the employer to fill a vacancy in accordance with this clause may be made at any time during the currency of the Eligibility list.

28.7. In deciding to appoint a person to a vacant position that has not been advertised in accordance with this clause, the employer may select from among the persons who are on an Eligibility list that is current and applicable to the position (and who are available for appointment), the person with the greatest merit according to the order of merit in the Eligibility list.

29. Online Employee Self Service

29.1. The parties agree to utilise the online self-service function of the integrated Human Resources Information System (HRIS) and Payroll System for a number of Human Resources processes, including but not limited to:

- viewing and/or updating personal information and payroll details;
- completion and lodgement of forms, such as leave application, course application, higher duties, resignation forms;
- lodgement of timesheets.

30. Employee Discipline

30.1. Where an employee is the subject of a preliminary investigation by the employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an employee, the employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:

30.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and

30.1.2. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the employer will advise the affected employee in writing:

30.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;

30.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;

30.1.2.3 of the time period in which the employer reasonably expects to complete the preliminary investigation or proceedings.

31. Abandonment of Employment

31.1. Where an employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the employer, that their absence is for a reasonable cause, the employee will be deemed to have abandoned their employment.

31.2. Prior to employment being deemed to be abandoned, the following procedure will be applied by the employer:

31.2.1. The employer will forward a letter (the First Letter) to the last known home address of the employee requesting the employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;

31.2.2. Where an employee contacts the employer and claims their absence is due to illness or injury, the employer will allow a period of seven days from the date of service of the First Letter for the employee to supply a medical certificate/s supporting the whole of the absence;

31.2.3. Where the employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the employee to the employer, a second letter (the Second Letter) will be sent to the employee advising the employee to contact the employer within seven days of service of the Second Letter;

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

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

SECTION 1E - LEAVE

32. Personal Leave

32.1. Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.

32.2. Paid personal leave will be available to an employee when they are absent due to:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or
- because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)

32.3. All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.

32.4. This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.

32.5. For the purpose of this clause:

Immediate Family means:

The staff member being responsible for the care and support of the person concerned; and the person concerned being:

- a spouse of the staff member; or
- a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

Year means: the period of 12 months from 1 January to 31 December inclusive.

Current Paid Sick Leave means:

paid sick leave which has accrued to an employee's credit in the current calendar year which has not been cleared by the employee as paid sick leave.

Accumulated Paid Sick Leave means:

paid sick leave which accrued to an employee's credit in any previous calendar year which has not been cleared by the employee as paid sick leave.

Paid Sick Leave

32.6 Employees are entitled to 15 days of paid sick leave per year, except those nominated in paragraphs (a) and (b)

- (a) For Salaried and Senior Officers who commence employment with the employer after 9 May 2006, the following scale will apply:
 - Up to five years service: 8 days per annum
 - Between five years and seven years service: 10 days per annum.
- (b) For Senior Officers who have not completed seven years service, the following scale will apply:
 - Up to five years service: 8 days per annum
 - Between five years and seven years service: 10 days per annum

32.7. Paid sick leave will be credited on a pro rata basis in the first year of service.

32.8. Sick leave not used in any year shall accumulate.

32.9. An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

32.10. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

Carer's Leave

32.11. Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of ten days paid carer's leave per year.

32.12. Paid carer's leave is deducted from paid sick leave.

32.13. The entitlement to use up to a maximum of ten days per year paid sick leave, as paid carer's leave, does not accumulate from year to year.

32.14. An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

32.15. Paid and unpaid carer's leave may be taken for part of a single day.

32.16. An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.

32.17. The employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

- 32.17.1. the employer may require an employee to provide a medical certificate to support the application for carer's leave where:
 - the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - the employee has exhausted all paid carer's leave; or
 - the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or

- the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.

32.17.2. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

32.18. The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

Compassionate/Bereavement Leave

32.19. An employee is entitled to up to two days paid leave on each occasion a member of the employee's immediate family or household dies.

32.20. Proof of death must be provided to the satisfaction of the employer.

33. Annual Leave

33.1. For the purposes of this clause:

- Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.
- Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

33.2. Annual leave shall be allowed as provided by the *Annual Holidays Act 1944* (NSW).

33.3. Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:

33.3.1. non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.

33.3.2. shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.

33.4. The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one months notice of the date on which annual leave is to commence and the period to be cleared.

- 33.5. Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 33.6. Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 33.7. The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.
- 33.8. The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employee to clear such leave.

34. Domestic Violence Leave

- 34.1 Employees will be granted special leave where they make application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances and penalty rates and overtime.
- 34.2 Employees shall be entitled to Domestic Violence Leave in accordance with this clause.
- 34.2 Employees' Leave entitlements provided for in clauses 32 (Personal Leave) and 42 (Capping ADO's), may be used by Employees experiencing Domestic Violence.
- 34.3 Where the leave entitlements referred to in sub-clause 34.2 above are exhausted, the Employer shall grant Special Leave up to Seven (7) days.
- 34.4 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.
- 34.5 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 34.6 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location.

35. Long Service Leave

- 35.1. Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.
- 35.2. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 35.3. Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.
- 35.4. The employer may deduct from any moneys payable under 35.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

36. Flexible Use of Long Service Leave

- 36.1. An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 36.2. An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 36.3. Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.
- 36.4. The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

37. Parental Leave

- 37.1. Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 37.2. For the purposes of this clause 'child' means:
- a child of the employee under the age of one; or

- in the case of adoption: a child under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who had previously continuously lived with the employee for a period of six months or more.

37.3 Maternity Leave shall apply to a pregnant employee including a casual employee who has had at least twelve months continuous service, before and after the expected date of birth. Continuous service for a casual means work on an unbroken, systematic and regular basis.

37.4 Subject to this clause and the employer's policy, the employee may be granted maternity leave as follows:

- For a period up to 9 weeks prior to the expected date of birth; and
- For a period of up to 12 months after the actual date of birth.

37.5 Adoption Leave shall apply to an employee including a casual employee who has had at least twelve months continuous service, who is adopting a child and who will be the primary carer to the child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.

37.6 Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female employee including a casual employee who has had at least twelve months continuous service who will be the primary carer for his/her child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the employer's policy, the employee may be granted other parent leave for a period of up to 12 months. Other parent leave is unpaid, except where taken in conjunction with paid leave such as annual or long service leave.

37.7 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:

- for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;
- for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

37.8. An employee other than a casual employee taking maternity leave or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the employee:

- Applied for maternity or adoption leave within the time and in the manner determined set out in this clause; and
- Prior to the commencement of maternity or adoption leave, completed not less than 40 weeks continuous service.

(Note: Employee taking 'other parent leave' is not entitled to any payment, except for period(s) of paid leave taken as part of 'other parent leave').

37.9. Once all entitlements to pay have been exhausted, the balance of maternity or adoption leave shall be unpaid.

37.10. Payment for the maternity or adoption leave may be made as follows:

- in a lump sum payment at the commencement of maternity or adoption leave; or
- as full pay on a fortnightly basis while on maternity or adoption leave; or
- as half pay on a fortnightly basis while on maternity or adoption leave; or
- a combination of full pay and half pay while on maternity or adoption leave.

37.11 Paid maternity or adoption leave shall be taken in one unbroken period and shall not be extended by any period of public or other holidays that occur during the period of the paid maternity or adoption leave.

Access to other forms of leave

37.12. In addition to paid parental leave where applicable, an employee may elect to take available annual leave or long service leave at the commencement or conclusion of the period of parental leave, provided this does not extend the total leave period beyond the allowable period, and that the period of unpaid parental leave is not broken by any paid leave.

37.13. The accrued annual leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave
- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

37.14. The accrued long service leave can be taken:

- in a lump sum payment at the commencement or conclusion of parental leave

- as full pay while on parental leave, provided it does not break up the unpaid parental leave period.
- as half pay while on parental leave, provided it does not break up the unpaid parental leave period.
- a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

37.15. An employee who takes maternity, adoption or other parent leave must clear any accumulated annual leave entitlements in excess of 30 days before commencing any unpaid period of maternity, adoption or other parent leave.

Right to request

37.16. An employee who has been granted parental leave in accordance with this clause may apply to:

- extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;
- return from a period of full time parental leave on a part time basis or on a job share arrangement;
- to assist the employee in reconciling work and parental responsibilities.

37.17. Applications must be made in writing as soon as practicable, preferably before commencing parental leave, or at least four weeks before the proposed return date.

37.18. The employer shall consider the request having regard to the employee's circumstances and the effect on the workplace and/or the employer's business.

37.19. Any employee approved to take extended maternity, adoption or other parent leave will be required to clear all accumulated annual leave prior to commencing extended parental leave.

Notification Requirements

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

37.21. An employee who wishes to take parental leave must provide notice to the employer in writing at least ten weeks before the expected commencement of parental leave, together with:

- a) For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,

b) For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and

c) A statutory declaration stating:

- the period of leave sought is so that the employee can be the primary caregiver to the child,
- detail any particulars of any period of parental leave sought or taken by their spouse,
- that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and

d) A written notification of:

- the period the employee proposes to take parental leave,
- if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,
- if she/he is likely to make a request to return to work on a part-time or job-share arrangement

37.22. An employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date or because of the child being placed earlier than the expected date of placement.

37.23. An employee on maternity leave must notify the employer of the date on which she gave birth as soon as she can conveniently do so. An employee must notify the employer as soon as practicable of any changes associated with a premature delivery or miscarriage.

37.24. Where the placement of a child for adoption does not proceed or continue, the employee is to notify the employer immediately and the employer may nominate a time not exceeding four weeks from receipt of notification for the employee to return to work.

Variation of Parental Leave

37.25. Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the new arrangements, unless otherwise agreed.

Return to work after a period of Parental leave

37.26 An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

37.27 In the case of an employee transferred to a safe job pursuant to sub-clause 37.30 the employee will be entitled to return to the position they held immediately before such transfer. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

Communication during Parental leave

37.28. The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.

37.29. The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

Health and safety of pregnant employees

37.30. If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.

37.31. If such adjustments cannot reasonably be made, the employee may elect, or the employer may require the employee to commence maternity leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born which ever is the earlier.

37.32. Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may

require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

38. Purchased Leave for Personal Or Family Reasons

- 38.1. The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 38.2. The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 38.3. Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 38.4. Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 38.5. The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 38.6. The additional leave purchased under this scheme will not attract leave loading.
- 38.7. Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 38.8. Employees will retain their employee pass and other privilege passes.
- 38.9. Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 38.10. Employees are required to re-apply annually if they wish to participate in the scheme.
- 38.11. Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

39. Picnic Day

- 39.1. Where reasonably practicable an officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 39.2. Where an employee is required by the employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
- seven hours pay: for employees engaged on 35-hour-week;
 - seven hours and 36 minutes pay: for employees engaged on 38-hour-week.
- 39.3. The employer shall require from an officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the employer but not produced by an officer, no payment will be made to the officer for the day.
- 39.4. An officer who is not required by the employer to work in the area in which the officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.
- 39.5. An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

40. Public Holidays

- 40.1. Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 40.2. Subject to sub-clause 40.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 40.3. Subject to sub-clause 40.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 40.4. Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.
- 40.5. For Salaried Officers:

Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

40.6. For Senior Officers:

All Public Holidays not taken as a Public Holiday by Senior Officers are to be paid out when they occur.

41. Concessional Day

41.1. Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday.

42. Capping of Additional Days Off (ADOS)

42.1. Subject to subclause 42.2, officers, other than officers required to perform shift work, may clear ADOS as one whole day or as two half-days.

42.2. Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOS (inclusive of half ADOS).

42.3. Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOS.

42.4. Subject to sub-clause 42.5, failure to clear ADOS will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOS.

42.5. Where the failure to clear an ADO (in excess of five accumulated ADOS) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS

43. Make Up Time

43.1. An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Award.

43.2. An employee on shift work may elect, with the consent of the employer, to work "make up time" under which the employee takes time off ordinary hours

and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

44. Career Break

- 44.1. A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 44.2. The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 44.3. The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 44.4. An employee must provide three months notice of a request to take a career break.
- 44.5. Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 44.6. Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 44.7. At the commencement of the career break, employees must return their employee travel pass.
- 44.8. At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 44.9. Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 44.10 Employees who are absent beyond the maximum leave period in 44.3 above will be subject to cl 24 of this award.
- 44.11. Applications for career breaks will be approved at the employer's discretion.

45. Flexible Working Arrangements

- 45.1. Flexible work arrangements may be agreed between the Employer and a staff member.

45.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:

- (a) Working from home and/or another STA or TfNSW Workplace
- (b) Changing from full-time to part-time employment on a temporary or permanent basis
- (c) Job-sharing
- (d) Transition to retirement arrangements

45.3. A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.

45.4. The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

45.5 The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

SECTION 1G - GENERAL

46. Higher Duties for Senior & Salaried Officers

Salaried Officers in Higher Grade Positions

46.1. Any Salaried Officer required to relieve in a higher grade shall be paid at least the minimum salary of the higher grade for the period of the relief, provided that the officer's manager or supervisor certifies that the officer is carrying out the normal duties of the higher-grade position.

Where a minimum period of one full shift has been worked Network Controllers acting as a Senior Network controller gets paid higher duties for the period of relief.

Senior Officers in Higher Grade Positions

46.2. Higher duty payments for Senior Officers will apply where the time worked in the higher graded position exceeds four consecutive working days. When a Senior Officer works on the fifth consecutive day retrospective payment for the previous four working days will be made.

Note: see also clause 103 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

- 46.3. In the case of Salaried and Senior Officers required to relieve in a higher-grade position, the conditions applicable to the higher-grade position undertaken shall be taken to apply for the period of the relief.
- 46.4. All time spent by a Salaried or Senior Officer relieving in a higher grade for which credit has been allowed for the purpose of sub-clause 46.2, shall be counted as service in the next higher grade to that in which the officer is classified, for the purpose of assessing the rate of salary to which the officer will be entitled following promotion to such higher grade.
- 46.5. If an officer is booked to clear a Public Holiday which falls during a period in which the officer is acting in a higher grade, and the officer works in the higher grade on the working days before and after the Public Holiday, then payment for the Public Holiday shall be at the rate of pay to which the officer is entitled during the acting period.
- 46.6. Any Salaried or Senior Officer who has relieved in a higher grade position for 12 calendar months either continuously or non-continuously shall, while performing such duties, be paid the next higher rate of pay, if any, prescribed for such higher position provided that where the duty is non-continuous, periods of less than one week shall not count.

47. Employee Travel Passes

- 47.1 Subject to NSW Government Policy, relevant legislation and regulations and the provisions of the Outer/Metropolitan Bus Systems Contract, for the life of this Award, the employer will recognise employee travel passes for all permanent employees.

48. Workplace Health and Safety Training

- 48.1. The parties recognise the obligation of the employer to provide a safe and healthy workplace. All employees are responsible for their own safety, the safety of other employees and the general public.
- 48.2. The employer will determine the standards and requirements of training for employees, in consultation with employees and their representatives, including any union party to this Award. A certificate will be awarded to employees who successfully complete the training.
- 48.3. Every employee will have the opportunity to attend a minimum of two hours paid WHS awareness training each calendar year.

49. Drug and Alcohol Testing

- 49.1. The parties recognise the legislative obligations on the employer to ensure the workplace is free from drugs and alcohol, and all employees are to comply with

the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

50. Childcare

- 50.1. The employer and the unions with the assistance of Unions NSW, may continue the Joint Child Care Working Party (the Working Party). The working party will consider the feasibility of various initiatives by which the employer may assist employees to manage their childcare needs.
- 50.2. The working party may comprise of representatives from the employer, Unions NSW, and unions party to this Award, and will include a mix of male and female members.

51. Quality Certification

- 51.1. The Employer has developed a Management System to assist, control and manage standardised work practices at all levels.
- 51.2. The objective of the Management System is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 51.3. Parties to this Award will work together to maintain quality certification.

52. Restructure of the Maintenance Division

- 52.1. As part of previous restructures, the bus fleet inspection process became part of the functions of the Fleet Condition Officers.
- 52.2. The position of Leading Hand was introduced by the employer as a component of a previous restructure.

53. Contestability

- 53.1. The parties acknowledge that, in accordance with the New South Wales Government service competition policy, non-core activities may be subjected to contestability against external service providers from time to time.

54. Introduction of New Technology

- 54.1. Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.

54.2. The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.

54.3. Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.

54.4. By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

55. Job Evaluation Review Process

55.1. Where a new position is created, or an incumbent employee, the relevant union or the employer believe that an existing position should be reviewed, the following shall apply:

55.1.1. A qualified member of the Human Resources Department will, in consultation with the line management and the affected incumbent prepare the draft position description ensuring consistency with the organisational framework.

55.1.2. The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional Executive Director (or the Chief Executive where appropriate) and amended to reflect any feedback.

55.1.3. The position will be evaluated by a qualified member of the Human Resources Department and approved by the Executive Director; People & Culture (or the Chief Executive where appropriate).

55.2. If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant Executive Director / Director, or their representative, the affected employee and one employee representative, suitably qualified chosen by the relevant union(s).

55.3. If a disagreement remains in relation to the outcome of the evaluation process, the employer will consider representations made by the relevant union(s) and may seek to have the position evaluated externally, before making a final determination.

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

56. Hours of Duty for Salaried Officers

- 56.1. Except as provided for in sub-clauses 56.2 and 56.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 56.2. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 56.3. Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 56.4. Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 56.5. The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the employer and the employee in accordance with flexible working arrangements.
- 56.6. As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 56.7. As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.
- 56.8. In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

57. Minimum Payments

- 57.1. Any officer who attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the officer personally that they were not required for duty.
- 57.2. If an officer actually commences duty and is subsequently advised that they are not required, the officer shall receive a minimum of seven hours pay.

58. Spread of Hours

58.1. All time worked from time first signed on a broken shift shall be paid at the following rates:

58.1.1. Between a spread of 9.5 hours and 10.5 hours - time and a half;

58.1.2. After 10.5 hours - double time.

58.2. Officers shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.

59. Overtime

59.1. Except as provided for in sub-clause 60.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.

59.2. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.

59.3. In calculating the number of hours worked per week, any leave shall be treated as time worked.

59.4. Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.

59.5. For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.

59.6. Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.

59.7. Payment for overtime shall be made at the following rates:

59.7.1. Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.

59.7.2. Except as provided for in sub-clause 60.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.

- 59.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 59.7.4. Except as provided for in sub-clause 60.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.
- 59.7.5. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 60.2, time worked in excess of 11 hours in any one shift - double time.
- 59.7.6. Except as provided for in sub-clause 60.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.7. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 60.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 60.7.2 and 60.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 59.7.8. Except as provided in sub-clause 60.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.
- 59.7.9. Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 60.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.
- 59.8. Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.
- 59.9. The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

60. Time Off in Lieu of Payment for Overtime

- 60.1. An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 60.2. Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 60.3. The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 60.4. The employer shall record time off in lieu arrangements for each occasion this provision is used.

61. Sunday Time

- 61.1. Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 61.2. An officer ordinarily required to work on Sunday as part of their regular working week shall be paid for all time worked on Sunday during their ordinary hours of duty at the rate of double time. The extra single time allowance shall stand alone and be paid for independently of other time.
- 61.3. Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

62. Saturday Time

- 62.1. Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 62.2. Notwithstanding anything contained in this Award, all time worked on Saturday which forms part of the ordinary hours for the week shall be paid for at the rate of time and a half.
- 62.3. Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Award provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

63. Shift Work Allowance

- 63.1. Definitions for the purpose of this clause are:

- 63.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
- 63.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
- 63.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.

63.2. Shift Work Allowances

- 63.2.1. For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.
- 63.2.2. Other officers shall be paid half the allowance herein prescribed for the same time on duty.
- 63.2.3. In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.
- 63.2.4. In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.
- 63.2.5. Other officers shall be paid half the loading herein prescribed for the same turn of duty.

64. Time Off Between Shifts

- 64.1. Other than in cases of unavoidable necessity, officers who are engaged in shift work shall be allowed a minimum of ten hours between shifts.

65. Rostered Day Off

- 65.1. An officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.
- 65.2. When an employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.

65.3. Any employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.

65.4. This clause shall not operate in the cases of employees attending for any re-examinations.

66. Excess Travelling Time

66.1. Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.

66.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.

66.1.2. In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.

66.2. Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.

66.3. For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.

66.4. Ordinary rates for the purposes of sub-clause 67.1, means the rates paid for the work on which the employee is engaged for the day.

66.5. When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.

66.6. The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.

66.7. Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.

66.8. Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.

66.9. Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

67. Change of Usual Workplace

67.1. The usual workplace of an employee shall not be altered in any case where it is known at the time of transfer or temporary relocation to another place of employment that the employee will be required to work at such place for less than six months. This clause shall not apply to officers who are surplus to requirements.

68. Increment Increases

68.1. Annual increment increases for all Salaried employees covered by this Award will only be approved subject to satisfactory performance. Such assessment of performance is to be completed prior to each employee's anniversary of appointment to their current position.

69. Termination of Employment

Notice of termination by employer

69.1. In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

69.2. In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

69.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

69.4. In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

69.5. The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by an employee

69.6. The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

69.7. If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during notice period

69.8. Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

70. Salary Rates

70.1. Employees performing work within the classifications listed in the following tables will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

70.2. Junior Salaries

Age	Relativity %
Under 17	44
At 17	50
At 18	57
At 19	68
At 20	75

70.3. Salaried Officers

Grade	Relativity %
1	83
2	100
3	103
4	110

5	118
6	129
Special	140

71. Classification Structure

71.1. The parties acknowledge that in the life of this Award, positions will be evaluated and classified into relevant pay grades using the Mercer methodology (Cullen Egan Dell), unless State Transit's classification system changes, subject to the provisions in clause 19- Communication and Consultation.

PART 2A - ADMINISTRATIVE STREAM

72. Direct Appointment

72.1. It is agreed that where a position is elevated by one grade the incumbent may be directly appointed to the new grade or the position advertised, with each particular circumstance to be assessed by the employer at the time and following consultation with the union or other employee representative, where applicable.

73. Filling of Authorised Positions

73.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.

73.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

74. Traineeships

74.1. It is agreed that traineeships be offered by the employer to enable such employees to gain Salaried Officers experience, with the possibility of future appointment within the administrative areas.

PART 2B - MAINTENANCE STREAM

75. Filling of Authorised Positions

75.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.

75.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

76. Flexibility

- 76.1. In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 76.2. The parties agree that no artificial barriers will be created to inhibit employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

77. Master Roster Changes

- 77.1. To ensure roster changes can be implemented within a short period of time and hence gain the maximum benefit it is agreed between the parties that 14 days notice is to be given to employees where a master roster is to be changed.

PART 2C - OPERATIONAL SUPPORT STREAM

78. Revenue Rooms

- 78.1. To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:
- Change note fold, if necessary.
 - Rectify faults as required.
 - Rebooting computers and saving information.
 - Issue of lost property.
- 78.2. Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

79. Pass Issue

- 79.1. It is agreed between the parties, Duty Officers and Corridor Supervisors may be utilised to verify, issue or receive holiday passes in emergency situations outside of normal office hours. The audit requirements relative to the custody and security of passes are to be adhered to.

80. Check Validity of Licences/Accreditation and Bus Operator Presentation

80.1. Duty Officers and Corridor Supervisors and Revenue Protection Officers can be required to check driver's licenses, Ministry of Transport accreditation of staff operating the employer's vehicles and the presentation of Bus Operators.

81. Cleaning and Maintaining Street Furniture, Ticket Readers and Driver Consoles

81.1. It is agreed between the parties that Duty Officers and Corridor Supervisors will perform minor cleaning and maintenance to street furniture. In addition they will exchange on board Automatic Fare Collection equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

81.2. Any employee covered by this Award who has the skills may be utilised to exchange on board ticketing equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

82. Performance Assessment of Bus Operators

82.1. To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.

82.2. To determine if Bus Operators are meeting the required standards, it is agreed between the parties that Duty Officers, Corridor Supervisors and Revenue Protection Officers will monitor bus operator performance.

83. Minor Bus Repairs

83.1. Subject to determination of a list of repairs in conjunction with a Depot Service Manager, Duty Officers and Corridor Supervisors will perform minor bus repairs. It is anticipated this work will be performed by the mobile truck and at selected terminals.

84. Bus Operations

84.1. Duty Officers and Corridor Supervisors are to maintain bus operator accreditation to operate bus services in the event of an emergency and the unavailability of on-call staff. This action is limited to the operation of a bus to the nearest terminus, setting down only. As well, the Employee must have driven a bus on a public roadway or have undertaken refresher training ("Brush-Up") within the preceding three months prior to taking over the control of any bus in traffic.

85. Handover Period

85.1. Where a Duty Officer, a Corridor Supervisor, or a Radio Room Supervisor signs off and is replaced, and their work is taken over by another Duty Officer, a Corridor Supervisor, or a Sydney Radio Room Supervisor, there will be a ten minute handover period built into the shift.

86. Revenue Protection Unit

86.1. Revenue Protection Officers and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot.

86.2. However, Revenue Protection Officers and Senior Revenue Protection Officers who are qualified may volunteer to cover a Duty Officer's or Corridor Supervisor's shifts according to the roster principles as well as special event days such as Mardi Gras and New Year's Eve, where they are not rostered on to work a revenue protection shift on a particular day.

87. Fatigue Management

87.1. The parties recognise the application of the fatigue management principles to all transport safety work. The parties are committed to abide by current and future legislation relating to fatigue management in the rostering of all transport safety work.

88. Duty Officer (Night) Relief

88.1. All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.

88.2. There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 93.31 to 93.44 inclusive, of this Award).

89. Network Control Centre Qualification Training

89.1. The employer will provide periodical training for employees who wish to work in the Network Control Centre.

89.2. Applicants for the training will be selected on merit.

89.3. Successful applicants will participate in a full training course that will provide them with the skills to work in the Network Control Centre.

89.4. Applicants who successfully complete the training will participate in a Network Control Centre development program.

89.5. Once qualified, employees will be added to a development pool, consisting of no less than eight employees.

89.6. Qualified employees will be rostered periodically to work in the Network Control Centre. This will be done on a rotational basis through the development pool.

89.7. Qualified employees may be asked to work in the Network Control Centre from time to time subject to operational requirements.

90. Operational Support Review

90.1. The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.

90.2. Such review is to incorporate, but not be limited to the following:

- Training & development requirements.
- Competency based structure.
- Career Development and succession.
- Capacity to cross and multi-skill all Employees.

91. Duty Officers and Corridor Supervisors' Roster Principles (Sydney)

91.1. These principles only apply to those employees that are classified as, or acting as, Corridor Supervisors and Duty Officers and will be rostered 152 ordinary hours in a four-week cycle.

91.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

91.3. In the construction and maintenance of rosters, management will consult with employees.

91.4. When consulting with employees, the following issues should be considered:

- Workplace, Health & Safety.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

91.5. A master roster is the template that all period rosters are based upon and will contain all known work.

INTRODUCTION OF MASTER ROSTERS

91.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

91.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

91.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

91.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

91.7.3. The roster is to be displayed on the Tuesday prior to introduction.

91.8. Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RMS regulations.

PERIOD ROSTERS

91.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

91.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

91.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.

- 91.12. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 91.13. Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 91.14. Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 91.15. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 91.16. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 91.17. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 91.18. Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:
- 91.18.1. When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 91.18.2. When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.

- 91.18.3. Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.
- 91.18.4. Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 91.18.5. If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 91.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 91.20. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 91.21. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 91.22. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am, unless mutually agreed between the employee and employer.

OVERTIME

- 91.23. Employees will only work overtime when they have been properly authorised to do so.
- 91.24. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 91.25. Employees will have a ten hour break between shifts.
- 91.26. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

- 91.27. Employees on loan to other depots will be provided with secure facilities for personal items.

REDUCTIONS IN LINES OF WORK

91.28. Affected employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

91.29. When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

91.30. When a line of work becomes vacant the employer will:

91.30.1. Make a decision about how the position is to be filled.

91.30.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.

91.30.3. If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

91.31. When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.

91.32. When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

91.33. If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.

91.34. If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

92. Network Control Centre Roster Principles

92.1. These principles only apply to those employees that are classified, or acting, as Network Control Centre Senior Service Controller or Service Controller and will be rostered 152 ordinary hours in a four-week cycle.

92.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

92.3. In the construction and maintenance of rosters, management will consult with employees.

92.4. When consulting with employees, the following issues should be considered

- Workplace, Health & Safety.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

92.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

92.6. In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.

92.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

92.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

92.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

92.7.3. The roster is to be displayed on the Tuesday prior to introduction.

92.8. Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

92.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.

92.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

92.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.

92.12. When constructing the period roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Service Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Service Controller, and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.

92.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.

92.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.

92.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.

92.16. When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 92.17. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 92.18. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 92.19. Where the employer makes a decision to fill a vacant Senior Service Controller or Service Controller shift, the following procedures will apply:
- 92.19.1. When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:
 - 92.19.2. When the vacant shift is to be DOC'd into the Network Control Centre Period Roster, it will be offered to the Controller in the order of least amount of offered DOC's for the current financial year.
 - 92.19.3. Should there be no Service Controller or Senior Service Controller rostered off on the day and the employer determines that the shift must be covered, overtime can be offered to Service Controllers or Senior Service Controllers to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 92.20. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 92.21. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 92.22. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

92.23. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am, unless mutually agreed between the employee and employer.

OVERTIME

92.24. Employees will only work overtime when they have been properly authorised to do so.

92.25. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.

92.26. Employees will have a ten hour break between shifts.

92.27. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

EMPLOYEES ON LOAN

92.28. Employees on loan to the Network Control Centre will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

92.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

92.30. When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

92.31. When a vacant line of work becomes vacant the employer will:

92.31.1. Make a decision about how the position is to be filled.

92.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.

92.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

93. Revenue Protection Unit Roster Principles

93.1. These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue

Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.

93.2. Employees will be rostered one ADO in each four week roster cycle.

CONSULTATION

93.3. In the construction and maintenance of rosters management will consult with employees.

93.4. When consulting with employees the following issues should be considered:

- Workplace, Health & Safety.
- Carer's responsibilities.
- Impact upon the family and social responsibilities of the affected employee.

MASTER ROSTER

93.5. A master roster is the template that all period rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

93.6. In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

93.7. Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

- 93.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
- 93.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
- 93.7.3. The roster is to be displayed on the Tuesday prior to introduction.

93.8. Rosters will be worked where they comply with all relevant policies and industrial instruments.

PERIOD ROSTERS

- 93.9. Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.
- 93.10. Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 93.11. When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.
- 93.12. When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.
- 93.13. If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 93.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 93.15. Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 93.16. In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.
- 93.17. When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 93.18. No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 93.19. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 93.20. Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:
- 93.20.1. Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.
 - 93.20.2. When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.
 - 93.20.3. Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 93.21. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 93.22. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.
- 93.23. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 93.24. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 93.25. Employees will only work overtime when they have been properly authorised to do so.
- 93.26. Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 93.27. Employees will have a ten hour break between shifts.
- 93.28. Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

REDUCTIONS IN LINES OF WORK

- 93.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

VACANT LINE OF WORK

- 93.30. When a line of work becomes vacant, if there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 93.31. When a line of work becomes vacant the employer will:
- 93.31.1. Make a decision about how the position is to be filled,
 - 93.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
 - 93.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3 - SENIOR OFFICER STREAM

94. Hours of Work for Senior Officers

- 94.1. The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 94.2. Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 94.3. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be

arranged within shift limits specified in 96.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

97. Span of Hours

94.1. The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the employer and the employee in accordance with flexible working arrangements.

95. Overtime & Recall to Duty Provisions for Senior Officers

Overtime

95.1. Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 98.2.

95.2. Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.

95.3. When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

95.4. A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.

95.5. Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

Time off in lieu

95.6. Where overtime is payable to a Senior Officer, and where the relevant Executive Director agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.

95.7. Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.

95.8. The employer shall record time off in lieu arrangements for each time this provision is used.

96. Transfers Within the Division

96.1. Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

97. Performance Agreement Programs

97.1. Increment increases for all Senior Officers will be subject to satisfactory performance.

97.2. The Executive Director; People & Culture, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:

- being cyclical;
- Incorporating a progress review process to operate during the overall cycle;
- including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;
- providing, as far as is possible, objectively measurable performance indicators;
- including provisions for revising goals and objectives in the light of changed circumstances.

97.3. The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.

97.4. The Executive Director; People & Culture will provide a review process for Officers who are dissatisfied with Assessment outcomes.

97.5. During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

98. Increment Increases

98.1. A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 100.

98.2. If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant Director / Executive Director may make application to the Executive Director; People & Culture to withhold a due increment. All cases must be fully documented with supporting reasons.

98.3. If an employee's performance has been exceptional over the 12-month increment period subject to clause 100, the Manager, in consultation with the Area Director / Executive Director may make application to the Executive Director; People & Culture to grant a two-step increment. All cases must be fully documented with supporting reasons.

99. Filling of Authorised Positions

99.1. When a position becomes vacant, the employer shall determine if the position is to continue as an authorised Position.

99.2. The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

100. Salary Movement Linked to Promotion & Acting in Higher Grade

100.1. Where an employee is promoted, or acts in a higher graded position, the employee will receive either:

100.1.1. The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or

100.1.2. Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.

100.2. The employer may offer a salary greater than that provided in sub-clauses 103.1.1 and 103.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the Executive Director; People & Culture agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

100.3. The experience, ability and qualifications of the employee warrant a salary higher than that applying in sub-clauses 103.1.1 and 103.1.2, or

100.4. The employee's current rate of pay is already close to, or above, that provided in sub-clauses 103.1.1 and 103.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A

Senior Officers' Pay Rates

Includes 2.5% increase applied 1 January 2018

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	87,330	90,369	93,626	97,266	101,491
B	100,542	103,858	107,448	111,377	115,636
C	112,113	115,784	119,789	124,018	128,595
D	124,566	128,648	133,021	137,993	143,374
E	137,027	141,582	146,829	152,534	158,837
F	152,154	157,211	162,844	169,009	175,884
G	166,211	172,076	178,503	185,256	192,743

Includes 2.5 % increase applied 1 January 2019

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	89,513	92,628	95,967	99,698	104,028
B	103,056	106,454	110,134	114,161	118,527
C	114,916	118,679	122,784	127,118	131,810
D	127,680	131,864	136,347	141,443	146,958
E	140,453	145,122	150,500	156,347	162,808
F	155,958	161,141	166,915	173,234	180,281
G	170,366	176,378	182,966	189,887	197,562

Includes 2.5% increase applied 1 January 2020

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	91,751	94,944	98,366	102,190	106,629
B	105,632	109,115	112,887	117,015	121,490
C	117,789	121,646	125,854	130,296	135,105
D	130,872	135,161	139,756	144,979	150,632
E	143,964	148,750	154,263	160,256	166,878
F	159,857	165,170	171,088	177,565	184,788
G	174,625	180,787	187,540	194,634	202,501

These rates do not include the Industry Allowance

SCHEDULE B

Salaried Officers' Pay rates

Increases	2.50%	2.50%	2.50%
Clerk Grade 1	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$46,215	\$47,370	\$48,554
2nd year	\$48,251	\$49,457	\$50,693
3rd year	\$49,851	\$51,097	\$52,374
4th year	\$51,903	\$53,201	\$54,531
5th year	\$53,286	\$54,618	\$55,983
6th year	\$54,884	\$56,256	\$57,662
Clerk Grade 2	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$55,659	\$57,050	\$58,476
2nd year	\$56,434	\$57,845	\$59,291
Clerk Grade 3	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$57,425	\$58,861	\$60,333
2nd year	\$58,828	\$60,299	\$61,806
3rd year	\$59,787	\$61,282	\$62,814
Clerk Grade 4	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$60,973	\$62,497	\$64,059
2nd year	\$62,551	\$64,115	\$65,718
3rd year	\$64,247	\$65,853	\$67,499
Clerk Grade 5	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$65,619	\$67,259	\$68,940
2nd year	\$68,184	\$69,889	\$71,636
3rd year	\$70,285	\$72,042	\$73,843
Clerk Grade 6	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$71,671	\$73,463	\$75,300
2nd year	\$73,652	\$75,493	\$77,380
3rd year	\$76,433	\$78,344	\$80,303
Clerk Grade Special	1-Jan-18	1-Jan-19	1-Jan-20
1st year	\$77,807	\$79,752	\$81,746
2nd year	\$81,923	\$83,971	\$86,070
3rd year	\$86,083	\$88,235	\$90,441

These rates do not include the Industry Allowance

SCHEDULE C

ALLOWANCES

Item	Description	1-Jan-2018	1-Jan-2019	1-Jan-2020
	Wage Increases	2.50%	2.50%	2.50%
1	Shift Work Allowance			
	Afternoon Shift	\$3.65	\$3.74	\$3.83
	Night Shift	\$4.23	\$4.34	\$4.45
	Early Morning Shift	\$3.65	\$3.74	\$3.83
2	Shift Work Loading	\$2.79	\$2.86	\$2.93
3	Industry Allowance	\$2654	\$2720	\$2788
4	Uniform Allowance			
	Complimentary Initial Issue	3 trousers 7 shirts 2 items of jacket or vest or jumper. 1 pair of shoes 1 State Transit winter jacket 1 Hat 1 Rain set		
	Annual uniform allowance (paid on an annual or six monthly basis) is equivalent to the cost of purchasing	2 trousers 3 shirts 1 jacket		
Note: Personal Protective Equipment (PPE) is subject to State Transit Fair Wear and Tear policy				

Signature Page

Steffen Faurby
Chief Executive
State Transit Authority

Date

Witness

Date