

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/240

TITLE: State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006

I.R.C. NO: IRC6/2232

DATE APPROVED/COMMENCEMENT: 8 May 2006 / 8 May 2006

TERM: 31

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

NUMBER OF PAGES: 52

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Salaried, Senior and Operational Support employees employed by the Division Head of the State Transit Authority Division of the New South Wales Government Service located at Level 1, 219-241 Cleveland Street, Strawberry Hills NSW 2010, who fall within the coverage of the State Transit Authority of New South Wales, Salaried Officers' Award 2001 and the Senior Officer's - Rail, Bus and Ferries New South Wales Award 2002.

PARTIES: State Transit Authority of NSW -&- the Australian Services Union of N.S.W., The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Rail, Tram and Bus Industry Union, New South Wales

STATE TRANSIT AUTHORITY DIVISION
OF THE
NEW SOUTH WALES GOVERNMENT SERVICE

**SENIOR AND SALARIED OFFICERS'
ENTERPRISE AGREEMENT**

2006

PART 1 – CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

1. TITLE

- 1.1 This Agreement may be cited as the “State Transit Authority Division of the New South Wales Government Service *Senior and Salaried Officers’ Enterprise Agreement 2006*” (“*the Agreement*”)

2. DEFINITIONS

In this Agreement:

- 2.1 **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.
- 2.2 **IRC** means the New South Wales Industrial Relations Commission.
- 2.3 **Authorised Position** means a permanent full-time or part-time position approved by the Employer as such.
- 2.4 **Casual Employment** has the meaning given that term by virtue of sub-clause 21.3 of this Agreement.
- 2.6 **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 2005* (NSW); and
 - (d) authorised leave without pay, of any type, which exceeds three months.
- 2.7 **Disciplinary Proceedings** means the institution of formal discipline procedures against an Employee by way of the laying of a written charge or allegation.
- 2.8 **Employee** means, where that term appears in PART 1 of this Agreement, all Salaried or Senior Officers employed as **Officers** of the Employer, and where that term appears in:
- (a) PART 1A of this Agreement, to all Salaried Officers only;
 - (b) PART 2 of this Agreement, to all Administrative Salaried Officers only;
 - (c) PART 3 of this Agreement, all Salaried Officers employed within the Maintenance areas of the Division only;
 - (d) PART 4 of this Agreement, to all Salaried Officers within the Operational Support areas of the Division only; and
 - (e) PART 5 of this Agreement, to all Senior Officers only.
- 2.9 **Employer** means the Division Head of the State Transit Authority Division of the New South Wales Government Service.
- Division** means the State Transit Authority Division of the New South Wales Government Service.
- 2.10 **Long Service Leave** means Extended Leave granted to eligible Officers of the Employer in accordance with the provisions of *Schedule 5* of the State Act.
- 2.11 **NSW Act** means the *Industrial Relations Act 1996* (NSW) or succeeding Act.

- 2.12 **Officer** means a Salaried or Senior Officer employed by the Employer on a permanent, temporary fulltime 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 at 2.8 above.
- 2.13 **Parties** means the Division Head of the State Transit Authority Division of the New South Wales Government Service, the Australian Services Union, the Rail, Tram and Bus Industry Union (Salaried and Senior Officer Division) and the Association of Professional Engineers, Scientists and Managers of Australia.
- 2.14 **Part-Time Employment** has the meaning given that term by virtue of sub-clause 21.2 of this Agreement.
- 2.15 **Personal Leave** has the meaning given that term by clause 19 (Personal Leave) of this Agreement and includes personal sick leave, carer's leave and compassionate/bereavement leave.
- 2.16 **Personal and Family 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.
- 2.17 **Picnic Day** means an annual picnic event for Salaried and Senior Officers employed under this Agreement.
- 2.18 **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
- 2.19 **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.
- 2.20 **State Act** means the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 2.21 **Temporary Employment** has the meaning given that term by virtue of sub-clause 21.1 of this Agreement.
- 2.22 **Week** means:
- (a) for an Employee who is not a Shift Worker, Monday to Friday; and
 - (b) for an Employee who is a Shift Worker, Sunday to Saturday.

3. PARTIES BOUND

3.1 This Agreement shall be binding on the following Parties and classes of persons:

- the Division Head of the State Transit Authority Division of the New South Wales Government Service (*"the Employer"*);
- the Australian Rail, Tram and Bus Industry Union;
- the Australian Services Union;
- the Association of Professional Engineers, Scientists and Managers Australia, and;
- all Employees of the Division covered by the *"Senior Officers' - Rail, Bus and Ferries New South Wales Award 2002"* and the *"State Transit Authority of New South Wales, Salaried Officers' Award 2001"*

4. RELATIONSHIP TO AWARD

4.1 This Agreement is to be read in conjunction with the *"Senior Officers' Rail, Bus and Ferries New South Wales Award 2002"* and the *"State Transit Authority of New South Wales, Salaried Officers' Award 2001"*, and prevails over those Awards to the extent of any inconsistency.

5. OPERATIVE DATE AND DURATION

5.1 This Agreement has effect on and from the date of certification by the IRC.

5.2 The Nominal Expiry Date of this Agreement is 31 December 2008.

5.3 The Parties will commence negotiations for the next Agreement six (6) months prior to the nominal expiry date of this Agreement.

6. WAGE INCREASES

6.1 A 4% wage increase will apply to Employees covered by this Agreement from 1 January 2006. A further increase of 4% will apply from 1 January 2007 and a final increase of 4% will apply from 1 January 2008.

7. INDUSTRY ALLOWANCE

7.1 During the life of this Agreement the current industry allowance rates will increase by the amounts shown in **Item 3** of the Other Rates and Allowances Table (**Schedule C**) of this Agreement.

8. INTRODUCTION

8.1 The Parties acknowledge the following provisions underpin the effective operation of this Enterprise Agreement:

- (a) the need for continuous change and reform is acknowledged and the Parties agree to positively and constructively support initiatives designed to improve service efficiency, thus ensuring the Employer's long-term viability;
- (b) any process of change or reform will be done in consultation between the Parties and there shall be agreement and acknowledgment that any reduction or increase in staff numbers will only be agreed to on the basis of improved service and / or financial efficiency;

- (c) the Parties are committed to the Government's policies on redeployment and redundancy, as per NSW Premier's Department Circulars **96-5** and **98-62**;
- (d) part-time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
- (e) preference will be given to retraining and redeployment in lieu of redundancy; and
- (f) 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.

9. RESTRUCTURE OF MAINTENANCE DIVISION & MAINTENANCE OPERATIONS

- 9.1 Following certification of this Agreement, the Employer will commence to introduce a revised structure (the Revised Structure) for its maintenance division and maintenance operations (the Maintenance Division).
- 9.2 The Revised Structure for the Maintenance Division, which replaces the Employer's existing organisational structure of its Maintenance Division, is shown in the organisation chart at **Schedule D** of this Agreement.
- 9.3 Position Descriptions for the following new positions, reflected in the organisation chart at **Schedule D**, have been developed:
- Regional Fleet and Facilities Manager
 - Depot Service Manager
 - Depot Service Co-ordinator
 - Regional Fleet Condition Officer

The Parties agree that the ongoing requirement for the Depot Service Co-ordinator position in the Revised Structure, will be determined following a review of that role, within twelve (12) months of the implementation of the Revised Structure.

S1 Safety Inspections

- 9.4 As a component of the Revised Structure the bus fleet inspection process, formerly known as S1 Safety Inspections, will be undertaken by Regional Fleet Condition Officers.

Initial Filling of the Positions

- 9.5 The initial recruitment process to the new Positions will occur in the following order:
- (i) Expressions of Interest (EOI) be sought amongst affected Salaried and Senior Officer staff for the positions of Depot Service Co-ordinator (DSC), Fleet Condition Officer (FCO) and Leading Hand. An option to express interest in voluntary redundancy (VR) will also be available;
 - (ii) the five (5) positions of Regional Fleet and Facilities Manager (RFFM) in Sydney and Newcastle, together with the five (5) positions Depot Service Manager (DSM) at Waverley, Port Botany, Ryde, Kingsgrove and Brookvale, be advertised internally in the first instance amongst affected Salaried and Senior Officer staff;
 - (iii) any remaining Maintenance Managers will be considered for direct appointment to DSM positions at Randwick, Burwood, Leichhardt, Willoughby or Mona Vale;
 - (iv) any remaining vacant positions of RFFM, together with the positions of DSM at Waverley, Port Botany, Ryde, Kingsgrove and Brookvale be advertised externally;

- (v) any remaining vacant DSM positions be advertised internally amongst affected Salaried staff; and
- (vi) direct appointments will then be made to the positions of DSC, FCO and Leading Hand based on the EOI information.

Introduction of Position of Leading Hand (Wages position)

- 9.6 The position of Leading Hand will be introduced by the Employer by no later than 30 June 2006, as a component of the Revised Structure.
- 9.7 The Position Description for the position of Leading Hand is provided at **Schedule E** of this Agreement.
- 9.8 The initial filling of Leading Hand positions will be from current Level 4 Engineering Repair Tradespersons.
- 9.9 In the event that there are no applicants from existing Engineering Repair Tradespersons, when initially filling the new Leading Hand positions, these positions can be advertised further.

10. CAPPING OF ADDITIONAL DAYS OFF (ADO's)

- 10.1 Subject to sub-clause 10.2 Officers, other than Officers required to perform shift work, may clear ADO's as one (1) whole day or as two (2) half days.
- 10.2 Subject to the prior approval of the Officer's manager, an Officer, may accumulate up to a maximum of five (5) ADO's (inclusive of half ADO's).
- 10.3 Managers in consultation with Employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADO's.
- 10.4 Subject to sub-clause 10.5, failure to clear ADO's will result in loss of entitlement for all days accumulated in excess of the maximum of five (5) ADO's.
- 10.5 Where the failure to clear an ADO (in excess of five (5) accumulated ADO's) arises at the request or direction of the Employer, an Officer will be paid at the applicable overtime rate for the ADO worked.
- 10.6 Officers holding accumulated ADO's in excess of five (5) ("Excess ADO's") as at the Certification Date, are required to clear all Excess ADO's within six (6) months of the Certification Date.

11. QUALITY CERTIFICATION

- 11.1 The Employer has developed a Business Management System (BMS) to assist control and manage standardised work practices at all levels. The BMS has been modelled on the requirements of ISO 9001:2000 and the intention is to maintain certification for the Employer.
- 11.2 The objective of the BMS is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 11.3 Parties to this Agreement will work together to maintain ISO 9001:2000 certification.

12. PICNIC DAY

- 12.1 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. Such Officer if required

by the Employer to work on this day shall be paid for the day in accordance with clause 55 in the case of Salaried Officers, and clause 85 in the case of Senior Officers.

- 12.2 The Employer shall require from an Officer, evidence of attendance or desired attendance at the approved picnic referred to in sub-clause 12.1. The production of the butt of a picnic ticket purchased for the picnic 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.
- 12.3 An Officer who is not required by the Employer to work in the area in which 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.
- 12.4 An Officer who elects to work in accordance with sub-clause 12.3 of this clause shall not be entitled to any additional payment for the Picnic Day.

13. ABANDONMENT OF EMPLOYMENT

- 13.1 Where an Employee, within a period of twenty-eight (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.
- 13.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
 - 13.2.1 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 (7) days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - 13.2.2 Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) 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;
 - 13.2.3 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 (7) days of service of the Second Letter;
 - 13.2.4 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.
- 13.3 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.

14. EMPLOYEE DISCIPLINE

- 14.1 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:

- 14.1.1 any preliminary investigation or Proceedings are completed no later than three (3) 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
- 14.1.2 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:
- (i) that it will not be possible to complete the preliminary investigation or the Proceedings within the Specified Period;
 - (ii) 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; and
 - (iii) of the time period in which the Employer reasonably expects to complete the preliminary investigation or Proceedings.

15. CONTESTABILITY

- 15.1 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.

16. JOB EVALUATION REVIEW PROCESS

- 16.1 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:
- 16.2 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.
- 16.3 The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional General Manager (or the Division Head where appropriate) and amended to reflect any feedback.
- 16.4 The position will be evaluated by a qualified member of the Human Resources Department and approved by the General Manager, Human Resources (or the Division Head where appropriate).
- 16.5 If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant General Manager, or their representative, the affected Employee and one Employee representative, suitably qualified chosen by the relevant Union(s).
- 16.6 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.

17. REPLACEMENT OF UNIFORMS AND PROTECTIVE CLOTHING

- 17.1 The Employer provides a number of its Employees, working in its Operational areas with authorised uniforms and protective clothing.
- 17.2 Authorised uniforms and protective clothing that have deteriorated are replaced on a fair wear and tear basis.

17.3 Under this arrangement an Employee requiring a replacement item of uniform or protective clothing is expected to do so on a one for one basis, with the Employee's controlling Officer responsible for determining if the garment is unserviceable.

18. PAYMENT OF WAGES

18.1 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 Agreement.

19. PERSONAL LEAVE

19.1 Personal Leave consists of the following three types of leave:

- (a) sick leave;
- (b) carer's leave; and
- (c) compassionate/bereavement leave

19.2 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.

19.3 For the purpose of this clause:

Immediate Family means:

spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person or on a bona fide domestic basis although not legally married to that person; and

child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

Year means:

the period of twelve (12) months from 1 January to 31 December inclusive.

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.

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.

19.4 Paid Sick Leave

19.4.1 Employees are entitled to the following amount of paid sick leave per Year:

Fifteen days for all Employees except those nominated in paragraphs (a) and (b).

- (a) Salaried and Senior Officers who commence employment with the Employer after the Certification Date, in which case the following scale will apply:
 - (i) Up to five (5) years service eight (8) days per annum
 - (ii) Between five (5) years and seven (7) years service ten (10) days per annum
- (b) Senior Officers who have not completed seven (7) years service, in which case the following scale will apply:
 - (i) Up to five (5) years service eight (8) days per annum
 - (ii) Between five (5) years and seven (7) years service ten (10) days per annum

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

19.4.3 Sick leave not used in any Year shall accumulate.

19.5 Carer's Leave

- 19.5.1 Subject to an Employee having sufficient paid sick leave available, Employees are entitled to use up to a maximum of ten (10) days paid carer's leave per Year.
- 19.5.2 Paid carer's leave is deducted from paid sick leave.
- 19.5.3 The entitlement to use up to a maximum of ten (10) days per Year, paid sick leave, as paid carer's leave, does not accumulate from year to year.
- 19.5.4 An Employee may elect, with the consent of the Employer, to take unpaid leave as carer's leave.
- 19.5.5 Paid and unpaid carer's leave may be taken for part of a single day.
- 19.5.6 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.
- 19.5.7 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:
 - (a) the Employer may require an Employee to provide a medical certificate to support the application for carer's leave where:
 - (i) the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - (ii) the Employee has exhausted all paid carer's leave; or
 - (iii) the Employee, within the current Year, has already cleared six days paid carer's leave which were not supported by the production of a medical certificate; or
 - (iv) 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.

- (b) 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.

19.5.8 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.

19.6 Compassionate/Bereavement Leave

19.6.1 An Employee is entitled to up to two (2) days paid leave on each occasion a member of the Employee's Immediate Family or household dies.

19.6.2 Proof of death must be provided to the satisfaction of the Employer.

20. INTRODUCTION OF NEW TECHNOLOGY

20.1 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 Agreement. Such changes will be dealt with under the consultative process outlined at clause 22 of this Agreement.

20.2 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.

20.3 Where possible at least three (3) months notice will be provided prior to the implementation of new technology. Where necessary Employees will be provided with appropriate training.

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

21. TEMPORARY, PART-TIME AND CASUAL EMPLOYMENT

21.1 Temporary Employment

(a) A temporary Employee is an Employee recruited for special projects or a shortage of staff where the period involved is in excess of four (4) weeks and subject to a maximum of twelve (12) months.

(b) A temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification, unless otherwise prescribed by this Agreement.

21.2 Permanent Part-Time Employees

a) A permanent 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.

b) Hours of Duty

The number of hours worked shall not be less than three (3) hours per day and subject to a maximum of thirty (30) hours per Week.

c) Overtime

Except for cases of exceptional circumstances part-time Employees shall not be required to work beyond their rostered hours.

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

Provided that where a part-time Employee agrees to work beyond their rostered hours they will be entitled to penalty rates applicable to a full time Employee of the same calling. Such overtime penalty shall not be payable for hours worked which would be ordinary hours for a full-time Employee.

d) Other Conditions

A permanent 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.

21.3 Casual Employees

(a) Where staff shortages are of a short duration casuals 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.

(b) A casual shall be notified at the end of the day if their services are not required on the next working day.

22. COMMUNICATIONS AND CONSULTATION

22.1 Consultation provides for participation by Employers, Employees and Unions in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.

22.2 Consultation is aimed at getting individuals or groups and Unions party to this Agreement, to suggest or respond to proposals for policy formulation, productivity improvements or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.

22.3 The Parties agree to consult over the life of the Agreement on matters that will result in restructuring, major policy changes, implementation job losses, multi-skilling of tasks or the re-organisation of tasks directly affecting Employees covered by this Agreement.

22.4 Specifically, where significant changes which may impact on work practices, changes to establishment levels or organisational structures are proposed, the Employer will provide Employees and Unions party to this Agreement, with details regarding:

(a) the areas, units and locations likely to be affected; and

(b) the positions likely to be affected, including any likely impact on staffing levels.

22.5 Upon receipt of this information, Employees and/or their representatives, including Unions party to this Agreement, will discuss with the Employer the best method of introducing the proposed changes including any impact on individual gradings.

22.6 Any grievances raised by Employees and or their representatives will be progressed in accordance with the provisions of the Disputes Settling Procedure at clause 23.

23. DISPUTE SETTLEMENT PROCEDURES

- 23.1 When the Parties to this Agreement are in dispute over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.

Step 1

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

Step 2

If the grievance cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the Employee and or their representative, and local Union delegate as soon as practicable.

Step 3

If the dispute is not resolved as provided for in Step 2 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by the Employee or their representative and or local Union delegate to a Union Official, who must attempt to resolve the dispute.

Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a policy of the Employer or an industrial instrument, the parties to the dispute may agree to bypass steps 1 through 3 and instead refer the matter directly to the Manager, Employee Relations for resolution, in conjunction with the relevant Manager(s) or General Manager(s).

Step 4

If, following action under Steps 1 through 3 or sub-clause (Disputes Not Local in Nature sub-clause) a dispute remains unresolved, the Employee their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Division Head) for a further attempt at resolution between the parties.

Step 5

If, following action under Steps 1 to 4, the dispute remains unresolved, a party to the dispute must refer the dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and Public Holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.

Step 6 – Referral to the IRC

If, following action under steps 1 to 5, the dispute remains unresolved, any party to the dispute may refer the dispute to the IRC for resolution.

- 23.2 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between the Employer and the Employee or Union involved, any individual step in the process should as a general rule take no more than five (5) working days to complete; and that in the case of each step attempts should be made to hold discussions within two (2) working days of commencing the step.
- 23.3 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause that is not further referred by either the Employer, the Employee, or the

Union for a period of twenty-eight (28) working days after the last step, will be deemed to be no longer a matter in dispute.

- 23.4 Nothing in this sub-clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 23.5 While a dispute is being dealt with under one of the preceding paragraphs in this sub-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.
- 23.6 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this sub-clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

24. SALARY SACRIFICE FOR SUPERANNUATION

- 24.1 Notwithstanding the wages prescribed in this Agreement an Employee other than a temporary or casual may elect, subject to the Agreement of the Employer, to sacrifice a portion of the base wage payable under this Agreement to additional Employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the Employees wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 24.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:
- 24.2.1 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
- 24.2.2 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 Agreement or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- 24.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 24.3.1 Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional Employer contributions; or
- 24.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as Employer superannuation contributions.
- 24.4 Where an Employee elects to salary sacrifice in terms of sub-clause 24.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- 24.5 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 24.3 is included in the Employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 24.6 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 24.5, the Employer will continue to base contributions to that fund on the base wage payable under this Agreement to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

25. PAID MATERNITY LEAVE

- 25.1 A female Employee is entitled to paid maternity leave in accordance with this clause and with the Employer's Parental Leave Policy.

- 25.2 An Employee who has, or will have, completed forty (40) weeks Continuous Service before the expected date of birth, is entitled to paid maternity leave.

- 25.3 Maternity leave is a period of not more than nine (9) weeks prior to the expected date of birth and not more than fifty (52) weeks after the actual date of birth.

- 25.4 An Employee is entitled to a maximum of nine (9) weeks paid maternity leave at the base rate. The paid leave can be taken:

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

- 25.5 Separate from paid maternity leave, an Employee may be paid accrued annual and/or Long Service Leave as part of the maternity leave period.

25.5.1 The accrued annual leave can be taken:

- (a) in a lump sum payment at the commencement of maternity leave; or
- (b) as full pay while on maternity leave.

25.5.2 The accrued Long Service Leave can be taken:

- (a) in a lump sum payment at the commencement of maternity leave; or
- (b) as full pay while on maternity leave; or
- (c) as half pay while on maternity leave.

- 25.6 Long Service Leave may be cleared in any combination of the above options.

- 25.7 An Employee who takes maternity leave must clear any accumulated annual leave entitlements in excess of 40 days as part of maternity leave.

- 25.8 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 25.9 An Employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 25.10 An Employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the Employee's position has ceased to exist during the period of maternity leave, the Employee will return from maternity leave as a Displaced Officer and will be subject to the Employer's Displaced Officer Policy.
- 25.11 An Employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an Employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a Displaced Officer and will be subject to the Employer's Displaced Officer Policy. Note that any Employee taking extended Maternity leave will be required to clear Accumulated Annual Leave prior to commencing extended maternity leave.
- 25.12 If an Employee requests part-time work on return from maternity leave, the Employer will, where this is practical, provide Part-Time Employment for the Employee.
- 25.13 If an Employee requests a job share arrangement on return from maternity leave, the Employer will, where practical, provide a job share arrangement for the Employee.

26. PARENTAL LEAVE

- 26.1 An Employee is entitled to parental leave in accordance with this clause and with the Employer's Parental Leave Policy.
- 26.2 An Employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child.
- 26.3 An Employee who has completed forty (40) weeks Continuous Service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 26.4 Parental Leave is for a period of not more than fifty (52) weeks from the date the leave commences.
- 26.5 Parental Leave is unpaid leave, and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or Long Service Leave, if the Employee has accrued such leave.
- 26.6 An Employee taking parental leave must exhaust all accumulated annual leave entitlements as part of parental leave.
- 26.7 An Employee must not unreasonably withhold notice of intention to apply for parental leave.
- 26.8 An Employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the Employee's position has ceased to exist during the period of parental leave, the Employee will return from parental leave as a Displaced Officer and will be subject to the Employer's Displaced Officer Policy.

27. ADOPTION LEAVE

- 27.1 Employees are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Leave Policy.

- 27.2 An Employee who has, or will have, completed forty (40) weeks Continuous Service before the expected date of adoption, is entitled to paid adoption leave.
- 27.3 Adoption Leave is a period of not more than fifty-two (52) weeks after the actual date that the Employee takes custody of the child.
- 27.4 Employees will be entitled to a maximum of nine (9) weeks paid adoption leave at the base rate. The paid leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave; or
 - (b) as full pay on a fortnightly basis whilst on adoption leave; or
 - (c) as any combination of the above options.
- 27.5 Separate from paid adoption leave, an Employee may be paid accrued annual and/or Long Service Leave as part of the adoption leave period. The accrued annual leave and Long Service Leave can be taken:
- 27.5.1 **The accrued annual leave can be taken:**
- (a) in a lump sum payment at the commencement of adoption leave; or
 - (b) as full pay while on adoption leave.
- 27.5.2 **The accrued Long Service Leave can be taken:**
- (a) in a lump sum payment at the commencement of adoption leave; or
 - (b) as full pay while on adoption leave; or
 - (c) as half pay while on adoption leave; or
- 27.6 Long Service Leave can be cleared in any combination of the above options.
- 27.7 Employees taking adoption leave must clear any accumulated annual leave entitlements in excess of forty (40) days as part of their adoption leave.
- 27.8 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 27.9 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 27.10 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the Employees position has ceased to exist during the period of adoption leave the Employee will return from adoption leave as a Displaced Officer and will be subject to the Employer's Displaced Officer Policy.
- 27.11 Employees may be granted an extension to adoption leave beyond 52 weeks from the time the Employee takes custody of the child. If an Employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the Employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the Employer's Displaced Officer Policy. Note that any Employee taking extended adoption leave will be required to clear Accumulated Annual Leave prior to commencing extended adoption leave.
- 27.12 If an Employee requests part-time work on return from adoption leave, the Employer will, where this is practical, provide Part-Time Employment for the Employee.

27.13 If an Employee requests a job share arrangement on return from adoption leave, the Employer will, where this is practical, provide a job share arrangement for the Employee.

28. OHS TRAINING

28.1 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.

28.2 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 Agreement. A certificate will be awarded to Employees who successfully complete the training.

28.3 Every Employee will have the opportunity to attend a minimum of two (2) hours paid OHS awareness training each calendar Year.

29. DRUG AND ALCOHOL TESTING

29.1 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.

30. GOLD PASSES

30.1 The Parties agree to continue to participate in a working party, with the following terms of reference:

- To assess the current cost, across the NSW Government Transport portfolio, of the provision of gold passes;
- To explore the ways in which the service eligibility requirement for these passes may be reduced below 30 years, in a way which is cost neutral across the portfolio; and
- To make recommendations to the Minister for Transport Services accordingly.

31. ANNUAL & LONG SERVICE LEAVE

31.1 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.

Employee's Immediate Family or Household has the same meaning to that provided for in sub-clause 19.3 of this Agreement.

Excess Accumulated Annual Leave means all Accumulated Annual Leave in excess of 40 days.

31.2 Annual leave accrues to an Employee on a pro-rata basis over a calendar Year as shown in 31.2.1 and 31.2.2:

31.2.1 non-shift work Employees accrue four (4) weeks annual leave per annum. This is made up of nineteen (19) days annual leave and one (1) ADO.

31.2.2 shift work Employees accrue five (5) weeks annual leave per annum. This is made up of twenty-four (24) days annual leave and one (1) ADO.

31.3 An Employee holding Excess Accumulated Annual Leave may be directed by the Employer to clear such Excess Accumulated Annual Leave as leave.

31.4 The Employer may approve the accumulation by an Employee of more than 40 days Excess Accumulated Annual Leave, for certain purposes including, but not limited to, parenting or similar leave, subject to arrangements having been made by the Employee to clear such leave.

32. LONG SERVICE LEAVE

32.1 Long Service Leave shall accrue to Officers of the Employer in accordance with the provisions of *Schedule 5* of the State Act.

33. RIGHTS OF UNION DELEGATES

33.1 For the purposes of:

(a) ensuring compliance by the Parties with the terms of this Agreement and the Award; and

(b) facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Agreement, and their representatives:

33.1.1 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;

33.1.2 an accredited delegate shall be allowed the necessary time during working hours to consult with the Employer or its representative on matters affecting Employees;

33.1.3 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;

33.1.4 the general nature of the matters affecting Employees and the probable time of absence should be indicated to the supervisor;

33.1.5 delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the Manager, Employee Relations in consultation with local managers, upon a written request from the union;

33.1.6 delegates may be authorised by the Manager, Employee Relations in consultation with local managers, to attend delegates training conducted by the union upon a written request by the union;

33.1.7 delegates will be provided with reasonable access to a phone, fax machine, computer, Internet and a notice board; and

33.1.8 each union will periodically supply a list of delegates and contact numbers to the Manager, Employee Relations.

34. PERSONAL AND FAMILY LEAVE

34.1 The Personal & Family Leave scheme is a voluntary scheme available to all permanent Employees covered by this Agreement who have been continuously employed for a period of twelve (12) months who wish to extend their leave options for personal reasons or to meet

family responsibilities.

- 34.2 The terms and conditions of the Personal & Family Leave scheme are listed below and also subject to policy.
- 34.3 The additional four (4) weeks personal and family leave provided under this scheme will not attract leave loading.
- 34.4 Employees wishing to participate in this scheme must submit an application to their manager with a minimum twelve (12) months notice. The application must stipulate the dates the leave is required.
- 34.5 Employees are required to re-apply annually if they wish to participate in the scheme.
- 34.6 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding twelve month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 34.7 Sick leave and Long Service Leave will continue to accrue at the usual rate during the term of the Employee's participation in the personal and family leave scheme.
- 34.8 The minimum amount of personal or family leave that can be taken in any one period will be one (1) week and the maximum will be four (4) weeks in a twelve (12) month period.
- 34.9 The definition of a week is Monday to Friday.
- 34.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 34.11 Employees will retain home and duty passes and other privilege passes.
- 34.12 Applications for participation in the Personal & Family Leave scheme will be approved at the Employer's discretion, subject to the Employer's Personal & Family Leave Scheme Policy, taking into consideration operational and service delivery requirements.

35. JOB SHARING

- 35.1 Job Sharing is a form of part-time employment where more than one Employee shares all the duties and responsibilities of one job.
- 35.2 The terms and conditions of Job Sharing are listed below and also subject to the Employer policy.
- 35.3 Job sharing will be entered into by Agreement between the Employer and Employees concerned. The Employer and the job sharers shall agree on the allocation of duties between the job sharers.
- 35.4 The hours of work shall be fixed in accordance with the conditions of Part Time Employment.
- 35.5 In the absence of a job sharer, the remaining job sharer(s) may be required to relieve the absent job share provided the remaining job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 35.6 A job sharer may, by Agreement, work more than their regular number of hours and be paid at their ordinary hourly rate.

- 35.7 Job sharers shall have access to all provisions of this Agreement pertaining to their classification. Job sharers shall receive pro rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 35.8 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 35.9 In the event of a job sharer vacating the job, the Employer will review the job and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

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 The terms and conditions under which an Employee may be permitted flexible use of Long Service Leave are listed below and also subject to the Employer policy and procedure.
- 36.3 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.
- 36.4 Applications for flexible use of Long Service Leave will be approved at the Employer's discretion, taking into consideration operational and service delivery requirements.

37. CAREER BREAK

- 37.1 A Permanent Employee who has had Continuous Service with the Employer for a minimum period of five (5) 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.
- 37.2 The terms and conditions under which an Employee may take a career break are listed below and also subject to the Employer policy and procedure.
- 37.3 The minimum period for a career break is six (6) months. The maximum period for a career break is twenty-four (24) months.
- 37.4 An Employee must provide three (3) months notice of a request to take a career break.
- 37.5 An Employee who takes a career break must utilise any accrued annual leave as part of this break.
- 37.6 Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and Superannuation.
- 37.7 At the commencement of the career break, Employees must return their staff travel pass.
- 37.8 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.
- 37.9 Where there is no position immediately available at the same grade for Employees taking twelve (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.

- 37.10 Employees clearing greater than twelve (12) months leave will be treated as a displaced Officer and will be subject to the Employer's Displaced Officer Policy.

Note: Any Employee taking career break leave will be required to clear all Accrued Annual Leave and Public Holidays prior to commencing leave.

- 37.11 Applications for career breaks will be approved at the Employer's discretion.

38. CHILDCARE

- 38.1 The Employer and the Unions with the assistance of Unions NSW, will 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.

- 38.2 The working party will comprise of representatives from the Employer, Unions NSW, and Unions party to this Agreement, and will include a mix of male and female members.

39. HIGHER DUTIES FOR SENIOR & SALARIED OFFICERS

Salaried Officers in Higher Grade Positions

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

Senior Officers Required to Relieve in Higher Grade Positions

- 39.2.1 Higher duty payments for Senior Officers will apply where the time worked in the higher graded position exceeds four (4) consecutive working days. When a Senior Officer works on the fifth consecutive day retrospective payment for the previous four (4) working days will be made.

Note: see also clause 85 in Part 5 regarding Higher Grade conditions for Senior Officers

Salaried and Senior Officers Generally

- 39.3 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.
- 39.4 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 39.2, 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.
- 39.5 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.
- 39.6 Any Salaried or Senior Officer who has relieved in a higher grade position for twelve (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 (1) week shall not count.

40. MANAGING DISPLACED PERSONS

- 40.1 Employees displaced due to organisational change or restructuring will be managed by the Employer in accordance with NSW Government Premier's Department Circulars **96-5** and **98-62**.

41. EMPLOYEE TRAVEL PASSES

- 41.1 Subject to NSW Government Policy, relevant legislation and regulations and the provisions of clause 7.4 and Part 3 of Schedule 6, of the "*Metropolitan Bus Systems Contract and the Outer Metropolitan Bus Systems Contract*", for the life of this Agreement, the Employer will recognise staff travel passes for all permanent Employees.

PART 1A – CORE CONDITIONS FOR SALARIED OFFICERS

42. TRAVELLING TIME ALLOWANCE

- 42.1 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.
- 42.1.1 Payment shall be based on the shortest practical route in excess of that usually occupied in traveling between their residence and usual workplace.
- 42.1.2 In addition the Employee shall be paid an allowance of twenty-five (25) minutes, calculated as per sub-clause 42.4, daily in lieu of all scheduled connections.
- 42.2 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.
- 42.3 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.
- 42.4 Ordinary rates for the purposes of sub-clause 42.1, means the rates paid for the work on which the Employee is engaged for the day.
- 42.5 When an Employee is required to travel on duty outside the hours of his 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 twenty-four (24) hours but such payment shall be subject to a maximum of twelve (12) hours (eight (8) hours when a sleeping berth is provided) in each twenty-four (24) hours.
- 42.6 The period of twenty-four hours shall be deemed to commence when travel commences and where the period exceeds twenty-four (24) hours the time to be paid shall be computed afresh after expiration of each twenty-four (24) hours absence.
- 42.7 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.
- 42.8 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.
- 42.9 Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk, 6th grade.

43. MINIMUM PAYMENTS

- 43.1 Any Officer who attends for duty in accordance with instructions but is not required, shall receive a minimum of five (5) hours pay unless at least twelve hours notice was given to the Officer personally that they were not required for duty.
- 43.2 If an Officer actually commences duty and is subsequently advised that they are not required, the Officer shall receive a minimum of seven (7) hours pay.

44. EXPENSES

- 44.1 For the life of this Agreement, 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; and
 - rates for use of private motor vehicles;

45. HOURS OF DUTY FOR SALARIED OFFICERS

- 45.1 Except as provided for in sub-clauses 45.2 and 45.3 below the ordinary hours of duty shall be thirty-eight (38) per week to be worked in not more than five (5) shifts.
- 45.2 Ordinary hours of duty may be worked to provide for one hundred and fifty two (152) hours work in a four (4) week work cycle to enable Officers to have one (1) 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 seventy-six (76) ordinary hours per fortnight.
- 45.3 Clerical and Administrative Employees engaged to work in non-shift work positions shall have ordinary hours of duty of thirty-five (35) per week, to be worked in not more than five (5) shifts and a total of one hundred and forty hours (140) in a four (4) week cycle, to meet the criteria for accruing an ADO.
- 45.4 Where an Employee is required to work less than thirty-eight (38) hours per week and where a recognised finishing time exists, no Employee shall be called upon to work beyond that time.
- 45.5 The span of hours shall be 8.30am to 5.30pm. The Employer may alter the span of hours where required. The times in which the ordinary hours shall be worked may be altered by agreement between the Employer and the Employee.
- 45.6 As far as practicable, Officers shall not be rostered for a longer period than nine (9) hours to be worked in eleven (11) hours overall.
- 45.7 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.
- 45.8 In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

46. SPREAD OF HOURS

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

46.1.1 Between a spread of nine and one half (9.5) hours and ten and one half hours (10.5) - time and a half;

46.1.2 After ten and one half (10.5) hours - double time.

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

47. OVERTIME

47.1 Except as provided for in sub-clause 47.2 below, Employees shall not work more than seven (7) hours thirty-six (36) minutes in any one shift without overtime. All time worked in excess of seven (7) hours thirty-six (36) minutes per shift or thirty-eight (38) hours per week shall be paid for at overtime rates.

47.2 Where the ordinary hours of duty are worked on the basis of one hundred and fifty-two (152) hours in a four (4) week work cycle as per sub-clause 45.2, Employees shall not work more than eight (8) hours in any one (1) shift without overtime. All time worked in excess of eight (8) hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.

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

47.4 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 twenty- four (24) hours notice of the requirement that they work overtime.

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

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

47.7 Payment for overtime shall be made at the following rates:

47.7.1 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.

47.7.2 Except as provided for in sub-clause 47.7.3, time worked in excess of seven (7) hours thirty-six (36) minutes but less than ten (10) hours thirty-six (36) minutes in any one (1) shift Mondays to Fridays - time and a half.

47.7.3 Where the ordinary hours of duty are worked on the basis of one hundred and fifty-two (152) hours in a four (4) week work cycle as per sub-clause 45.2, time worked in excess of eight (8) hours but less than eleven (11) hours in any one shift, Mondays to Fridays - time and a half.

47.7.4 Except as provided for in sub-clause 47.7.5, time worked in excess of ten (10) hours thirty-six (36) minutes in any one shift - double time.

47.7.5 Where the ordinary hours of duty are worked on the basis of one hundred and fifty-two (152) hours in a four week work cycle as per sub-clause 47.2, time worked in excess of eleven (11) hours in any one shift - double time.

- 47.7.6 Except as provided for in sub-clause 47.7.7, time worked in excess of thirty-eight (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 47.7.2 and 47.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 47.7.7 Where the ordinary hours of duty are worked on the basis of one hundred and fifty-two (152) hours in a four (4) week work cycle as prescribed in sub-clause 45.2, 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 47.7.2 and 47.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.
- 47.7.8 Except as provided in sub-clause 47.7.9, time worked by Employees whose ordinary hours of duty are less than thirty-eight (38) per week before, after or beyond the usual hours up to seven (7) hours thirty-six (36) minutes in any one shift - ordinary time.
- 47.7.9 Where such ordinary hours of duty less than thirty-eight (38) per week are worked by Employees during a four (4) week working cycle as provided for in sub-clause 47.2 above, time worked before, after or beyond the usual hours up to eight (8) hours in any one shift - ordinary time.
- 47.8 Notwithstanding anything contained in this clause, salaried technical Employees shall be paid overtime rates not less favourable than those applicable to tradespersons.

48. TIME OFF IN LIEU OF PAYMENT FOR OVERTIME

- 48.1 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.
- 48.2 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.
- 48.3 The Employer shall, if requested by an Employee, provide payment at the rate provided for in this clause for any overtime worked as per 47.1 where such time has not been taken within four weeks of accrual.
- 48.4 The Employer shall record time off in lieu arrangements for each occasion this provision is used.

49. SUNDAY TIME

- 49.1 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 49.2 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.
- 49.3 Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

50. SATURDAY TIME

- 50.1 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.

50.2 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. 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.

51. SHIFT WORK

51.1 Definitions for the purpose of this clause are:

Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.

Night Shift means a shift which commences at or between 6.00pm and 3.59am.

Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.

51.2 Shift Work Allowances

51.2.1 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**.

51.2.2 Other Officers shall be paid half the allowance herein prescribed for the same time on duty.

51.2.3 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.

51.2.4 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.

51.2.5 Other Officers shall be paid half the loading herein prescribed for the same turn of duty.

52. TIME OFF BETWEEN SHIFTS

52.1 Other than in cases of unavoidable necessity, Officers who are engaged on shift work shall be allowed a minimum of ten (10) hours between shifts.

53. ROSTERED DAY OFF

53.1 An Officer's Rostered Day Off (RDO) shall consist of not less than twenty-four (24) hours from time signed off until time signed on again.

53.2 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.

53.3 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.

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

54. MAKE UP TIME

- 54.1 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 a later time, during the spread of ordinary hours provided under this award.
- 54.2 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 a later time, at the shift work rate which would have been applicable to the hours taken off.

55. PUBLIC HOLIDAYS & PICNIC DAYS NOT TO ACCUMULATE

- 55.1 Where an Employee is required to work on a proclaimed Public Holiday or Picnic Day, the 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 or Picnic Day for clearance with their Annual Leave accumulated for that Year. If the Public Holiday or Picnic Day is not cleared it will be paid out with the final pay on or after 31st December of the Year following accumulation.
- 55.2 Employees credited with Picnic Days accrued on or prior to 31 December 2005 will be required to clear all such accrued days within twelve months of the certification of this Agreement.
- 55.3 The monetary value of all accrued Picnic Days not cleared, in accordance with sub-clause 55.2, will be paid out to Employees in the first pay period after the first anniversary of certification of this agreement.

PART 2 - ADMINISTRATIVE STREAM

56. WORKING FROM HOME

- 56.1 An Employee can work from home with the approval of the local Manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 56.2 Employees will not be entitled to work from home for more than two (2) days in any working week unless otherwise authorised by the General Manager responsible for the area.
- 56.3 Approval to work from home will not be authorised if the Employee does not have suitable resources in their home. The Employer may at its discretion, assist in providing such resources.
- 56.4 An OHS report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the Employee being approved to work from home.
- 56.5 All work completed at home must be sighted and signed off as work completed at home by the local Manager.
- 56.6 The terms and conditions under which an Employee can work from home are also subject to policies and procedures of the Employer.

57. DIRECT APPOINTMENT

- 57.1 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.

58. FILLING OF AUTHORISED POSITIONS

- 58.1 When a position becomes vacant the Employer shall, within four (4) weeks, determine if the position is to continue as an Authorised Position.
- 58.2 Where the position is to continue, a review will be undertaken within two (2) weeks, to determine whether there are any Employees on the displaced Officers list who may be suitable for redeployment into the vacant position either temporarily or permanently.
- 58.3 Where the position cannot be filled through redeployment, the Employer will commence to fill the position by merit selection within four (4) weeks of the redeployment review process.
- 58.4 The Employer will fill vacant positions, which it intends to maintain on its establishment, within six (6) months of the day on which the position became vacant in accordance with merit selection principles.

59. TRAINEESHIPS

- 59.1 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.

60. INCREMENT INCREASES

- 60.1 Annual increment increases for all Employees covered by this Agreement 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.

PART 3 - MAINTENANCE STREAM

61. FILLING OF AUTHORISED POSITIONS

- 61.1 When a position becomes vacant the Employer shall, within four weeks, determine if the position is to continue as an Authorised Position.
- 61.2 Where the position is to continue, a review will be undertaken within two weeks, to determine whether there are any Employees on the Displaced Employees list who may be suitable for redeployment into the vacant position either temporarily or permanently.
- 61.3 Where the position cannot be filled through redeployment, the Employer will commence to fill the position by merit selection within four weeks of the redeployment review process.
- 61.4 The Employer will fill vacant positions, which it intends to maintain on its establishment, within six months of the day on which the position became vacant in accordance with merit selection principles.

62. FLEXIBILITY

- 62.1 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.
- 62.2 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.

63. MASTER ROSTER CHANGES

63.1 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 fourteen (14) days notice is to be given to Employees where a master roster is to be changed. This new arrangement will replace the previous time frame of twenty-eight (28) days.

64. INCREMENT INCREASES

64.1 Annual increment increases for all Employees covered by this Agreement 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.

PART 4 - OPERATIONAL SUPPORT STREAM

65. REVENUE ROOMS

65.1 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 coin tins, if necessary.
- Rectify faults as required.
- Rebooting computers and saving information.
- Issue of lost property.

65.2 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.

66. PASS ISSUE

66.1 It is agreed between the Parties, Customer Service Co-ordinators (CSC) and Depot Officers 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.

67. CHECK VALIDITY OF LICENCES/ACCREDITATION AND BUS OPERATOR PRESENTATION

67.1 Customer Service Co-ordinators, Depot Officers and Revenue Protection Officers can be required to check Roads and Traffic Authority licences, Ministry of Transport accreditation of staff operating the Employer's vehicles and the presentation of Bus Operators.

68. CLEANING AND MAINTAINING STREET FURNITURE, TICKET READERS AND DRIVER CONSOLE'S

68.1 It is agreed between the Parties that Customer Service Co-ordinators 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.

68.2 Any Employee covered by this agreement 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.

69. PERFORMANCE ASSESSMENT OF BUS OPERATORS

- 69.1 To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.
- 69.2 To determine if Bus Operators are meeting the required standards, it is agreed between the Parties that Customer Service Coordinators/Revenue Protection Officers will monitor bus operator performance.

70. MINOR BUS REPAIRS

- 70.1 Subject to determination of a list of repairs in conjunction with a Maintenance Manager, Customer Service Co-ordinators will perform minor bus repairs. It is anticipated this work will be performed by the mobile truck and at selected terminals.

71. BUS OPERATIONS

- 71.1 Customer Service Co-ordinators 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.

72. HANDOVER PERIOD FOR CUSTOMER SERVICE CO-ORDINATORS LEVEL 2 AND 3 AND NEWCASTLE CONTROL ROOM OPERATORS AND SYDNEY RADIO ROOM SUPERVISORS

- 72.1 Where a Customer service Co-ordinator Level 2 or 3, a Newcastle Bus and Ferries Control Room Operator, or a Radio Room Supervisor signs off and is replaced, and their work is taken over by another Customer service Co-ordinator Level 2 or 3, a Newcastle Bus and Ferries Control Room Operator, or Sydney Radio Room Supervisor, there will be a ten minute handover period built into the shift.

73. REVENUE PROTECTION UNIT

- 73.1 Revenue Protection Officer's and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot. However, Revenue Protection Officer's and Senior Revenue Protection Officer's who are qualified as Customer service Co-ordinator Level 2 may volunteer to cover Customer service Co-ordinator Level 2 or 3 shifts according to the roster principles as well as special event days such as Mardi Gras and New Year's Eve, where they are not rostered to on to work a revenue protection shift on a particular day.

74. INCREMENT INCREASES

- 74.1 Annual increment increases for all Employees covered by this Agreement 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.

75. FATIGUE MANAGEMENT

- 75.1 Fatigue management principles will be developed by the Parties during the life of this Agreement.

76. DEPOT OFFICER DUTIES

- 76.1 The position of Depot Officer shall be known as Customer service Co-ordinator Level 2 (Depot). Officers whose training is limited to depot will remain as Depot Officers and be paid accordingly.
- 76.2 Customer service Co-ordinator Level 2 (Depot) duties will be excluded from the duties of the Customer service Co-ordinator Structure.
- 76.3 All current work practices concerning Customer service Co-ordinator Level 2 (Depot) relief work will be undertaken by suitably qualified Bus Operators, by examination. Employees required to act up in the Customer service Co-ordinator Level 2 (Depot) position will be paid the former Depot Officer rate of pay, unless such Employees are suitably qualified as a Customer service Co-ordinator Level 2.
- 76.4 There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 80.40 to 80.43 inclusive, of this Agreement).

77. NEWCASTLE REVENUE PROTECTION FUNCTION

- 77.1 The management of Newcastle Bus and Ferries, and the Head of Revenue Protection of the Employer shall determine the overall direction of Newcastle revenue protection functions, subject to the policies of the Employer, and the delegated authority.
- 77.2 The operation of Newcastle revenue protection day-to-day activities shall be managed by Newcastle Bus and Ferries management.
- 77.3 The relief pool for Newcastle revenue protection operations shall be two (2) Employees who are suitably qualified to act up and perform revenue protection activities. Such Employees shall revert to substantive positions at the conclusion of the relief work. The Employees shall be drawn exclusively from Newcastle Bus and Ferry operations.

78. TRANSPORT OPERATIONS CENTRE QUALIFICATION TRAINING

- 78.1 The Employer will provide periodical training for Employees who wish to work in the Transport Operations Centre.
- 78.2 Applicants for the training will be selected on merit.
- 78.3 Successful applicants will participate in a full training course that will provide them with the skills to work in the Transport Operations Centre.
- 78.4 Applicants who successfully complete the training will participate in a Transport Operations Centre development program.
- 78.5 Once qualified, Employees will be added to a development pool, consisting of no less than eight (8) Employees.
- 78.6 Qualified Employees will be rostered periodically to work in the Transport Operations Centre. This will be done on a rotational basis through the development pool.
- 78.7 Qualified Employees may be asked to work in the Transport Operations Centre from time to time subject to operational requirements.

79. OPERATIONAL SUPPORT REVIEW

- 79.1 The Parties agree to finalise the review of grading and classifications of Employees covered by this Agreement.

79.2 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.

80. CSC, CSC (DEPOT) & TLO ROSTER PRINCIPLES (SYDNEY & NEWCASTLE)

80.1 These principles only apply to those Employees that are classified as, or acting as, Customer Service Co-ordinators (CSC) and will be rostered one hundred and fifty-two (152) ordinary hours in a four (4) week cycle.

80.2 Employees will be rostered one (1) ADO in each four (4) week roster cycle.

CONSULTATION

80.3 In the construction and maintenance of rosters management will consult with Employees.

80.4 When consulting with Employees, the following issues should be considered:

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

MASTER ROSTER

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

INTRODUCTION OF MASTER ROSTERS

80.6 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.

80.7 Master rosters shall be adjusted on the provision of twenty-eight (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:

80.8 On the twenty-eighth (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.

80.9 On the twenty-first (21st) day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven (7) 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.

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

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

PERIOD ROSTERS

80.12 Four (4) 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 (4) weeks, which includes all known work.

- 80.13 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 80.14 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.
- 80.15 When constructing the period roster, higher-grade CSC3 shifts will be rostered first on a rotational basis between CSC2's on that roster. The suitability of a CSC2 to act in the Supervisor's position (CSC3) will be at the discretion of management in consultation with the Employee's representative. Once rostered the CSC3 shift, that Employee will be deemed to be the Supervisor on that shift unless a mutual swap is arranged with a CSC3 whom has been rostered a DOC.
- 80.16 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.
- 80.17 Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 80.18 Special events are to be built into the period roster where known and will also be posted at least fourteen (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.
- 80.19 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 (2) weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Depot CSC. If the cut-out line of work is less than two (2) 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

- 80.20 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 (2) days off together, they must be advised of any alteration of their work on the first day of their days off.
- 80.21 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 80.22 Where the Employer makes a decision to fill a vacant Customer Service Co-ordinators Level 2 or 3 shift at any Depot the following procedures will apply:
- 80.23 When maintaining the period roster, if cut-out work of two (2) weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Depot CSC. If the cut-out work is less than two (2) weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 80.24 When the vacant shift is to be DOC'd into the Depot/Area CSC roster, it will be offered to the CSC2 or CSC3 from the depot/area where the vacant shift exists in the order of least amount of offered DOC's for the current financial year.

- 80.25 Should there be no CSC2 or CSC3 from the depot/area where the vacant shift exists available to fill the vacant shift, the shift will be offered to CSC2s or CSC3s from other areas in Sydney. The shift to be DOC'd will be offered to the CSC, with the least amount of offered DOC's for the current financial year, at the depot closest to where the shift is to be worked.
- 80.26 Should there be no CSC2 or CSC3 available to fill the vacant shift, then qualified Revenue Protection Officers or Depot CSC not rostered for work on the day may be asked to fill the shift.
- 80.27 If the Employer has exhausted all options available, a senior or salaried Employee may be rostered to assist a CSC2 or CSC3 with their duties.
- 80.28 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 80.29 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.
- 80.30 If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven (7) hours pay.
- 80.31 Employees that perform shift work will have one (1) week in every three (3) away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 80.32 Employees will only work overtime when they have been properly authorised to do so.
- 80.33 Employees will be provided with twenty-four (24) hours notice of the requirement to work overtime where it is practical to do so.
- 80.34 Employees will have a ten (10) hour break between shifts.
- 80.35 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

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

REDUCTIONS IN LINES OF WORK

- 80.37 Affected Employees will be consulted when the number of lines on a roster is reduced.

VACANT LINE OF WORK

- 80.38 When a line of work becomes vacant at any depot it will be filled by an Employee at that depot 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 in which the line of work has become vacant providing there is no displaced Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the Employer's Displaced Persons Policy. In this case, the position will be filled by the Displaced Officer. If there are no Displaced Officers available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

- 80.39 When a line of work becomes vacant the Employer will:

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

- 80.39.2 If the position is to be filled, the process of filling the position will be fully completed within twelve (12) weeks from the position becoming vacant.
- 80.39.3 If the Employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 8.

CONSTRUCTION OF CSC LEVEL 2 (DEPOT) PERIOD ROSTER

- 80.40 When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform CSC2 (Depot) cut-out lines of work are to continue.
- 80.41 When constructing the new period roster, the CSC2 (Depot)'s "ADO" shift should not be covered by either qualified Bus Operator or CSC2 (Depot) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

DAILY MAINTENANCE OF CSC2 (DEPOT) ROSTER

- 80.42 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 CSC2 (Depot)'s line of work as a DOC.
- 80.43 If the Bus Operator's staff position is such that there are no DOC's being rostered, then the vacant CSC2 (Depot) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

81. SYDNEY RADIO ROOM ROSTER PRINCIPLES

- 81.1 These principles only apply to those Employees that are classified, or acting, as Radio Room Supervisor's or Operators and will be rostered one hundred and fifty-two (152) ordinary hours in a four (4) week cycle.
- 81.2 Employees will be rostered one (1) ADO in each four (4) week roster cycle.

CONSULTATION

- 81.3 In the construction and maintenance of rosters, management will consult with Employees.
- 81.4 When consulting with Employees, the following issues should be considered:
- Occupational, Health & Safety.
 - Carer's responsibilities.
 - Impact upon the family and social responsibilities of the affected Employee.

MASTER ROSTER

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

INTRODUCTION OF MASTER ROSTERS

- 81.6 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.
- 81.7 Master rosters shall be adjusted on the provision of twenty-eight (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:
- 81.8 On the twenty-eighth (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.

- 81.9 On the twenty-first (21st) day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven (7) 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.
- 81.10 The roster is to be displayed on the Tuesday prior to introduction.
- 81.11 Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

PERIOD ROSTERS

- 81.12 Four (4) 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 (4) weeks, which includes all known work.
- 81.13 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 81.14 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.
- 81.15 When constructing the period roster, higher-grade supervisor duties should be rostered first on a rotational basis. The suitability of a Radio Room Operator to act in the Supervisor's position will be at the discretion of management in consultation with a Radio Room Supervisors and the Employee's representative. Once rostered the supervisor shift, that Employee will be deemed to be the Supervisor on that shift unless a mutual swap is arranged with a Supervisor whom has been rostered a DOC.
- 81.16 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.
- 81.17 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.
- 81.18 Special events shifts are to be built into the period roster where known and will also be posted fourteen (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.
- 81.19 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 (1) week duration (7 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 (1) week duration (7 calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

- 81.20 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 (2) days off together, they must be advised of any alteration of their work

on the first day of their days off.

- 81.21 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 81.22 Where the Employer makes a decision to fill a vacant Radio Room Supervisor or Operator shift, the following procedures will apply:
- 81.23 When maintaining the period roster, if cut-out work of one (1) week duration (7 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 (1) week duration (7 calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:
- 81.24 When the vacant shift is to be DOC'd into the Radio Room Period Roster, it will be offered to the Supervisor or Operator in the order of least amount of offered DOC's for the current financial year.
- 81.25 Should there be no Radio Room Supervisor or Operator rostered off on the day and the Employer determine that the shift must be covered, overtime can be offered to Radio Room Supervisors or Operators to cover the shift providing that the extended shift does not exceed twelve (12) hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified Employee from the relief pool.
- 81.26 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 81.27 Any Employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five (5) hours pay unless at least twelve (12) hours notice was given to them that they were not required for duty.
- 81.28 If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven (7) hours pay.
- 81.29 Employees that perform shift work will have one (1) week in every three (3) away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 81.30 Employees will only work overtime when they have been properly authorised to do so.
- 81.31 Employees will be provided with twenty-four (24) hours notice of the requirement to work overtime where it is practical to do so.
- 81.32 Employees will have a ten (10) hour break between shifts.
- 81.33 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

- 81.34 Employees on loan to the Radio Room will be provided with secure facilities for personal items

REDUCTIONS IN LINES OF WORK

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

VACANT LINE OF WORK

81.36 When a line of work becomes vacant, it will be first offered to the holiday relief Employee. If there are no displaced Officers available and no transfers lodged, the vacant line of work will be advertised and filled on merit.

81.37 When a vacant line of work becomes vacant the Employer will:

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

81.37.2 If the position is to be filled, the process of filling the position will be fully completed within twelve (12) weeks from the position becoming vacant.

81.37.3 If the Employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 8.

82. REVENUE PROTECTION UNIT ROSTER PRINCIPLES

82.1 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 one hundred and fifty-two (152) ordinary hours in a four (4) week cycle.

82.2 Employees will be rostered one (1) ADO in each four (4) week roster cycle.

CONSULTATION

82.3 In the construction and maintenance of rosters management will consult with Employees.

82.4 When consulting with Employees the following issues should be considered:

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

MASTER ROSTER

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

INTRODUCTION OF MASTER ROSTERS

82.6 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.

82.7 Master rosters shall be adjusted on the provision of twenty-eight (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:

82.8 On the twenty-eighth (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.

82.9 On the twenty-first (21st) day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven (7) 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.

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

82.11 Rosters will be worked where they comply with all relevant policies and industrial

instruments.

PERIOD ROSTERS

- 82.12 Four (4) 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.
- 82.13 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 82.14 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.
- 82.15 When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPO's from that team of RPO's. 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.
- 82.16 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.
- 82.17 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.
- 82.18 Special events shifts are to be built into the period roster where known and will also be posted fourteen (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.
- 82.19 In general, annual leave will be rostered to enable two (2) Employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.
- 82.20 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 (1) week duration (7 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 (1) week duration (7 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

- 82.21 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 (2) days off together, they must be advised of any alteration of their work on the first day of their days off.
- 82.22 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 82.23 Where the Employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:

- 82.24 Whilst maintaining the period roster, if cut-out work of one (1) week duration (7 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 (1) week duration (7 calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.
- 82.25 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 DOC's for the current financial year.
- 82.26 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 SRPO's or RPO's to cover the shift providing that the extended shift does not exceed twelve (12) hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified Employee from the relief pool.
- 82.27 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 82.28 Any Employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five (5) hours pay unless at least twelve (12) hours notice was given to them that they were not required for duty.
- 82.29 If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven (7) hours pay.
- 82.30 Employees that perform shift work will have one (1) week in every three (3) away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

OVERTIME

- 82.31 Employees will only work overtime when they have been properly authorised to do so.
- 82.32 Employees will be provided with twenty-four (24) hours notice of the requirement to work overtime where it is practical to do so.
- 82.33 Employees will have a ten (10) hour break between shifts.
- 82.34 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

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

VACANT LINE OF WORK

- 82.36 When a line of work becomes vacant, if there are no displaced Officers available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 82.37 When a line of work becomes vacant the Employer will:
- 82.37.1 make a decision about how the position is to be filled.
 - 82.37.2 if the position is to be filled, the process of filling the position will be fully completed within twelve (12) weeks from the position becoming vacant.
 - 82.37.3 if the Employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 8.

PART 5 - SENIOR OFFICER STREAM

83. FILLING OF AUTHORISED POSITIONS

- 83.1 When a position becomes vacant the Employer shall, within four weeks, determine if the position is to continue as an Authorised Position.
- 83.2 Where the position is to continue, a review will be undertaken within two weeks, to determine whether there are any Employees on the Displaced Employees list who may be suitable for redeployment into the vacant position either temporarily or permanently.
- 83.3 Where the position cannot be filled through redeployment, the Employer will commence to fill the position by merit selection within four weeks of the redeployment review process.
- 83.4 The Employer will fill vacant positions, which it intends to maintain on its establishment, within six (6) months of the day on which the position became vacant in accordance with merit selection principles.

84. PUBLIC HOLIDAYS AND PICNIC DAY

- 84.1 It is agreed that all Public Holidays and Picnic Day are to be paid out when they occur.
- 84.2 Employees credited with Picnic Days accrued on or prior to 31 December 2005 will be required to clear all such accrued days within twelve months of the certification of this Agreement.
- 84.3 The monetary value of all accrued Picnic Days not cleared, in accordance with sub-clause 84.2, will be paid out to Employees in the first pay period after the first anniversary of certification of this agreement.

85. SALARY MOVEMENT LINKED TO PROMOTION & ACTING IN HIGHER GRADE

- 85.1 Where an Employee is promoted, or acts in a higher graded position, the Employee will receive either:
- 85.1.1 the minimum salary of the grade of the position to which the Employee is being promoted or is acting in; or
 - 85.1.2 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% to 5% increase or greater.
- 85.2 The Employer may offer a salary greater than that provided in sub-clauses 85.1.1 to 85.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the General Manager, Human Resources agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:
- 85.3 The experience, ability and qualifications of the Employee warrant a salary higher than that applying in sub-clauses 85.1.1 to 85.1.2, or
- 85.4 The Employee's current rate of pay is already close to, or above, that provided in sub-clauses 85.1.1 to 85.1.2, necessitating a higher level in order to provide a financial Incentive to accept the position.

86. HOURS OF WORK

- 86.1 The ordinary hours of work for full time Employees covered by this agreement shall be thirty-eight (38) hours per week.

- 86.2 Casual and Temporary Senior Officers may be required to work at any of the Employer's work locations.
- 86.3 A part-time Employee shall be engaged for a minimum of three (3) hours per day and less than thirty-eight (38) hours per week.

87. OVERTIME & RECALL TO DUTY PROVISIONS FOR SENIOR OFFICERS

Overtime

- 87.1 Senior Officers covered by this Agreement 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 87.2.
- 87.2 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.
- 87.3 When overtime work is necessary it shall, where reasonably practicable, be arranged so that Employees have at least ten (10) consecutive hours off duty between the work of successive days.

Recall to Duty

- 87.4 A Senior Officer recalled to duty outside of the Employee's normal working hours shall be paid a minimum of three (3) hours at the rate prescribed in sub-clause 87.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 87.5 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

- 87.5 Where overtime and or traveling time is payable to a Senior Officer, and where the relevant General Manager agrees, a Senior Officer may elect to take time off in lieu of overtime and traveling time. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 87.6 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.

88. TRANSFERS WITHIN THE DIVISION

- 88.1 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.

89. PERFORMANCE AGREEMENT PROGRAMS

- 89.1 Increment increases for all Senior Officers will be subject to satisfactory performance.
- 89.2 The General Manager, Human Resources, will determine performance agreement programs for each area or classification. 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 staff members to the Employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and Employee on a cyclical twelve (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.
- 89.3 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.
- 89.4 The General Manager, Human Resources will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 89.5 During the development of overall performance agreement programs, an incentive payment for Employees at the top of their respective band will be developed.
- 89.6 Until such time as the performance agreement program is introduced clause 90 will operate

90. INCREMENT INCREASES

- 90.1 A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance by the appropriate Manager in accordance with clause 89.
- 90.2 If an Employee's performance has been unsatisfactory over the twelve-month increment period subject to clause 14, the Manager, in consultation with the relevant General Manager may make application to the General Manager, Human Resources to withhold a due increment. All cases must be fully documented with supporting reasons.
- 90.3 If an Employee's performance has been exceptional over the twelve-month increment period subject to clause 89, the Manager, in consultation with the Area General Manager may make application to the General Manager, Human Resources to grant a two-step increment. All cases must be fully documented with supporting reasons.

91. WORKING FROM HOME

- 91.1 An Employee can work from home with the approval of the local Manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 91.2 Employees will not be entitled to work from home for more than two (2) days in any working week unless otherwise authorised by the General Manager responsible for the area.
- 91.3 Approval to work from home will not be authorised if the Employee does not have suitable resources in their home. The Employer may at its discretion, assist in providing such resources.
- 91.4 An OHS report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the Employee being approved to work from home.
- 91.5 All work completed at home must be sighted and signed off as work completed at home by the local Manager.

SCHEDULE A

- SENIOR OFFICER WAGE RATES

Includes 4% increase applied 1 January 2006

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	60,893	63,013	65,285	67,823	70,769
B	70,107	72,418	74,921	77,661	80,633
C	78,174	80,735	83,527	86,477	89,668
D	86,859	89,704	92,753	96,219	99,972
E	95,547	98,724	102,382	106,360	110,755
F	106,094	109,622	113,548	117,847	122,642
G	115,896	119,987	124,466	129,177	134,396

Includes 4% increase applied 1 January 2007

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	63,329	65,534	67,896	70,536	73,600
B	72,911	75,315	77,918	80,767	83,858
C	81,301	83,964	86,868	89,936	93,255
D	90,333	93,292	96,463	100,068	103,971
E	99,369	102,673	106,477	110,614	115,185
F	110,338	114,007	118,090	122,561	127,548
G	120,532	124,786	129,445	134,344	139,772

Includes 4% increase applied 1 January 2008

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	65,862	68,155	70,612	73,357	76,544
B	75,827	78,328	81,035	83,998	87,212
C	84,553	87,323	90,343	93,533	96,985
D	93,946	97,024	100,322	104,071	108,130
E	103,344	106,780	110,736	115,039	119,792
F	114,752	118,567	122,814	127,463	132,650
G	125,353	129,777	134,623	139,718	145,363

These rates do not include the Industry Allowance

SCHEDULE B

- SALARIED OFFICER PAY RATES

Salaried Officer

Clerk 1 st Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	32,226	33,515	34,856
2 nd year	33,644	34,990	36,390
3 rd year	34,759	36,149	37,595
4 th year	36,191	37,639	39,145
5 th year	37,155	38,641	40,187
6 th year	38,269	39,800	41,392

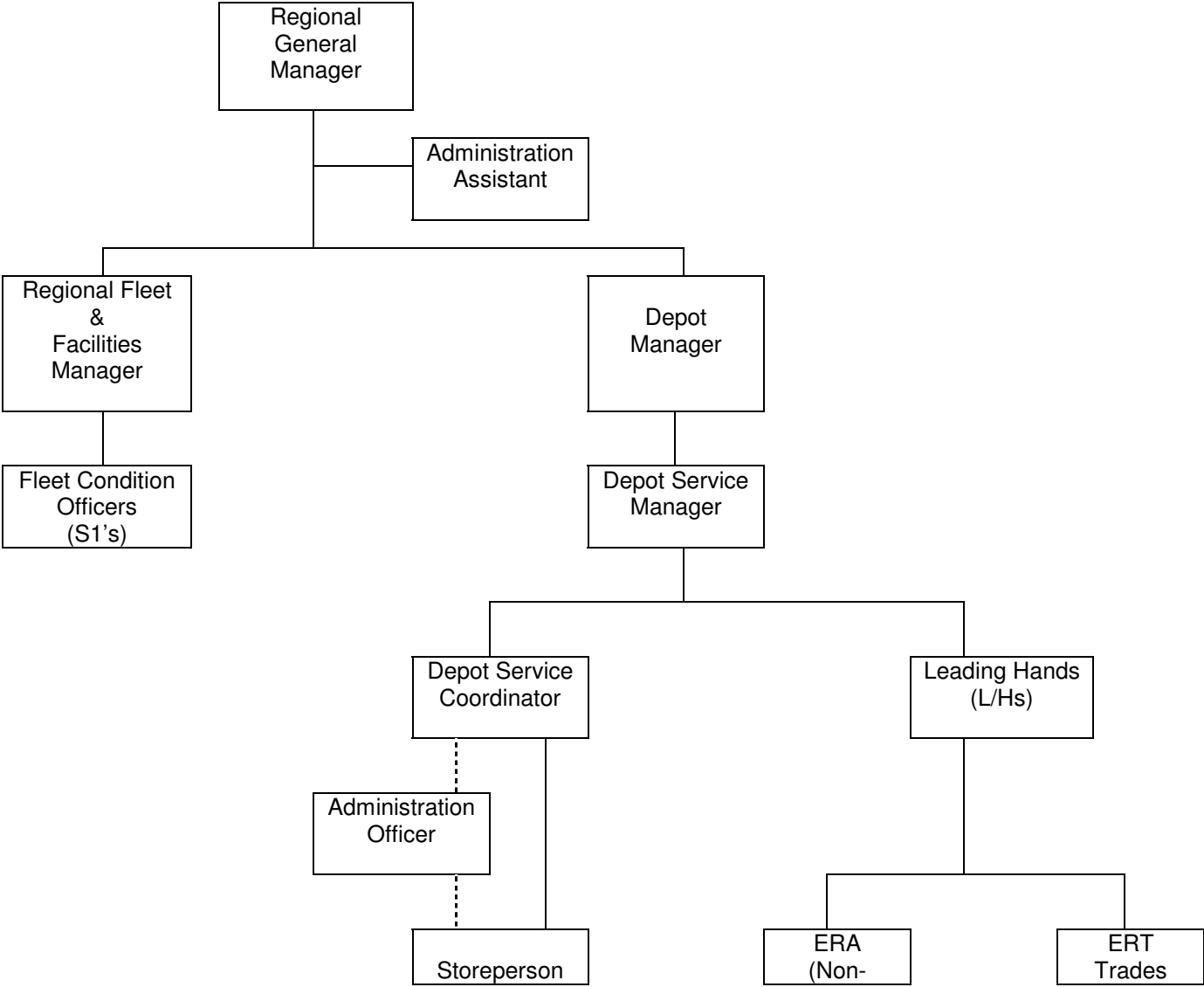
Clerk 2nd Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	38,811	40,363	41,978
2 nd year	39,352	40,926	42,563
Clerk 3rd Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	40,042	41,644	43,310
2 nd year	41,020	42,661	44,367
3 rd year	41,689	43,357	45,091
Clerk 4th Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	42,515	44,216	45,985
2 nd year	43,616	45,361	47,175
3 rd year	44,798	46,590	48,454
Clerk 5th Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	45,756	47,586	49,489
2 nd year	47,543	49,445	51,423
3 rd year	49,009	50,969	53,008
Clerk 6th Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	49,975	51,974	54,053
2 nd year	51,358	53,412	55,548
3 rd year	53,295	55,427	57,644
Clerk Special Grade	1 January 2006	1 January 2007	1 January 2008
1 st year	54,254	56,424	58,681
2 nd year	57,124	59,409	61,785
3 rd year	60,023	62,424	64,921

Maintenance Officer	1 January 2006	1 January 2007	1 January 2008
1 st year	52,187	54,274	56,445
2 nd year	53,632	55,777	58,008
3 rd year	55,654	57,880	60,195
Planner	1 January 2006	1 January 2007	1 January 2008
1 st year	56,656	58,922	61,279
2 nd year	59,652	62,038	64,520
3 rd year	62,677	65,184	67,791
Quality Control Inspector	1 January 2006	1 January 2007	1 January 2008
1 st year	56,656	58,922	61,279
2 nd year	59,652	62,038	64,520
3 rd year	62,677	65,184	67,791

SCHEDULE C - OTHER RATES AND ALLOWANCES

Item	Description	1 January 2006	1 January 2007	1 January 2008
1	Shift Work Allowance: <ul style="list-style-type: none"> ▪ Afternoon Shift ▪ Night Shift ▪ Early Morning Shift 	\$2.55 \$3.00 \$2.55	\$2.65 \$3.10 \$2.65	\$2.75 \$3.20 \$2.75
2	Shift Work Allowance: <ul style="list-style-type: none"> ▪ Loading 	\$1.90	\$2.00	\$2.10
3	Industry Allowance	\$1850 p.a.	\$1924 p.a.	\$2001 p.a.

SCHEDULE D - MAINTENANCE STRUCTURE



Trade)

(Relief L/H)

SCHEDULE E - LEADING HAND POSITION DESCRIPTION

DRAFT POSITION DESCRIPTION

POSITION: Maintenance Leading Hand

DIVISION: Sydney Buses and Newcastle Buses

REPORTS TO: Depot Service Manager (in Newcastle, reports to Regional Fleet and Facilities Manager)

GRADE: Leading Hand

DATE: October 2005

APPROVED BY:

PRIMARY OBJECTIVE(S)

- To perform trades-based work on the State Transit Authority's Buses in an efficient and cost effective manner to meet business and depot requirements in accordance with regulatory standards.
- Supervise, develop and co-ordinate the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as appropriate, to ensure timely and efficient completion of tasks.
- Assist the Depot Service Manager and Depot Service Co-ordinator in implementing Regional and Corporate strategies, and co-ordinating daily workshop activities to support compliance with Metropolitan Bus Services Contract (MBSC) requirements.

ORGANISATIONAL ENVIRONMENT

The Employer provides employees to the State Transit Authority to enable that the Authority to plan and operate bus services in Sydney, and bus and ferry services in Newcastle. It employs over 4,200 staff and has an annual turnover of \$450 million. It carries more than 640,000 passengers per business day, on over 14,000 services. The fleet comprises over 1,900 buses and 2 ferries, which are used mainly for regular passenger services. A subsidiary of the Employer, Western Sydney Buses, operates the Liverpool to Parramatta Transitway.

The aim of the Employer is to deliver passenger services that are safe, efficient, comfortable, convenient and reliable, with courteous and professional staff. The Employer is subject to control by several statutory and regulatory requirements, including the Transport Administration Act, Passenger Transport Act, and Maritime Services Act. The Employer is a Registered Training Organisation, and is also certified as a quality endorsed organisation under ISO 9001:2000.

Effective from 1 January 2005, The Passenger Transport Amendment (Bus Reform) Act 2004, will introduce sweeping changes aimed at improving the way bus services are delivered in NSW. The changes include creating a network of approximately 40 strategic bus corridors in Sydney, 5 in Newcastle, 2 in Wollongong and 2 on the Central Coast to provide fast, frequent and direct bus services to meet growing demand. This initiative will deliver more flexible services across the greater metropolitan region.

The Employer is reorganising and refocusing to meet new requirements. Reporting to the Division Head are: five General Managers responsible for passenger service delivery (Eastern Region, Northern Region, Southern Region, Western Region and Newcastle Region); four General Managers responsible for corporate and other service functions (Finance and Corporate; Human Resources; Planning and Communications; and Safety and Standards); and three key senior managers (Director

Service Implementation, Manager Corporate Governance and the Manager Business Improvement Projects).

REPORTING RELATIONSHIPS

The position of Maintenance Leading Hand reports to the Depot Service Manager. On a day to day basis the position may report to and work closely with the Depot Service Co-ordinator.

Reporting directly to the Maintenance Leading Hand are trades and non-trades maintenance staff at the depot.

KEY CHALLENGES

- Performing, and co-ordinating trades-based maintenance work including monitoring daily workshop activities, meeting operational demands and complying with standards, regulations and performance objectives.
- Keeping up to date with technological change and advanced diagnostic and repair requirements for new buses and assist with technical research where required.
- Supervising and motivating a multi skilled and diverse workforce to support improved quality, efficiency and inventory supply to maximise the use of available resources.

SPECIFIC ACCOUNTABILITIES

1. Carry out repairs to buses and any other maintenance activity as required for which the position holder is competent, suitably qualified, licensed where applicable, or has received training.
2. Conduct functional checks to ensure components are operational and vehicles are fit for service. Be responsible for fault diagnosis, testing, fault finding and quality assurance of maintenance work completed.
3. Provide on the job instruction, training and coaching to trades and non trades staff for maintenance work, inventory requirements and documentation of records.
4. Co-ordinate and/or carry out scheduled and non-scheduled maintenance work. Prioritise activities to complete work, to maximize the availability of buses to meet the operational needs of the depot.
5. Supervise and direct trades, non-trades depot maintenance Employees and contractors as required to ensure timely and efficient completion of tasks. Assist the Depot Service Manager and Depot Service Co-ordinator in monitoring of workshop staff.
6. Implement strategies and supervise daily workshop activities to support the ongoing delivery of fleet operational requirements.
7. Implement the requirements of the Employer's Occupational Health and Safety System, Environmental Management System, Quality System (BMS) and the Employer's policies and procedures.
8. Maintain and use administrative and computerised systems to maintain accurate records at all times, to maximise the efficiency of operations, labour utilisation, quality control, the provision of inventory for maintenance activities and cost effectiveness.
9. Assist the Depot Service Manager as required in achieving improvements to Key Performance Indicators (KPI). Implement corrective action promptly.

10. At all times co-operate, and maintain communications, with the Depot's internal customers (including Operations) concerning the availability of buses, the progress of work, breakdown services and other related maintenance activities.
11. Investigate and prepare reports on matters that effect operational performance as required.
12. Supervise and undertake activities related to warranty procedures on a daily basis to ensure compliance with the Employer requirements.
13. Maintain all tools, equipment and work areas in accordance with the Employer requirements.
14. Work co-operatively for the Depot Service Manager and the Regional Fleet Facilities staff to implement changes and deliver projects as required to meet the needs of the business.

KNOWLEDGE AND EXPERIENCE

- Engineering Repair Tradesperson Level 4, or qualified tradesperson possessing relevant industry experience, with a successfully completed and appropriate trade certificate or other relevant qualifications.
- Heavy Vehicle Inspection Scheme (HVIS) authority with the Roads and Traffic Authority (RTA) or be able to successfully complete recognised training in Heavy Vehicle Inspection.
- Provisional Motor Vehicle Repair Industry Authority (MVIRA) licence for service and inspection of CNG powered vehicles or be able to successfully complete recognised training for obtaining this qualification.
- RTA Medium Rigid (MR) driver's licence.
- Heavy Rigid (HR) driver's licence or ability to obtain this provision.
- Highly developed diagnostic (technical) skills.
- Understanding of the transport industry including its regulatory and operational standards and requirements.
- Supervisory and/or leadership skills in managing work priorities, delegation, performance management and an ability to build a cohesive team.
- Completion of designated unit(s) in Frontline Management Training or similar or ability to complete this training.
- Well developed communication and interpersonal skills to supervise and develop staff, and introduce and implement operational reform.
- Ability in introducing or developing systems that achieve improvements in key performance objectives such as efficiency, work quality, fleet safety and availability.
- Experience and understanding of quality systems and continuous improvement as defined by the applicable Australian Standard AS9001.
- Knowledge of and proven experience with computer based procurement and inventory systems.
- Experience in, or knowledge of, fleet, contract, financial and project management.
- Conceptual, analytical, negotiation and problem solving skills.

- Sound understanding of the Occupational Health and Safety Act 2000 and its application in the workplace.
- Integrity and commitment to ethical practice, EEO, equity and diversity.

SCHEDULE F – SIGNATORIES

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

.....
 Mr Brian Hartmann
 General Manager, Human Resources
 Dated this th day of April 2006.

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

.....
 Mr Nick Lewocki
 Branch Secretary
 Dated this th day of April 2006.

Signed for and on behalf of the Australian Services Union

.....
 Ms Sally McManus
 Secretary
 Dated this th day of April 2006.

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

.....
 Ms Catherine Bolger
 Director, Transport Division
 Dated this th day of April 2006.