

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/241

**TITLE: State Transit Authority Division of the New South Wales
Government Service Bus Engineering and Maintenance Agreement
2006**

I.R.C. NO: IRC6/2233

DATE APPROVED/COMMENCEMENT: 8 May 2006 / 2 May 2006

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 30 June 2006

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all bus maintenance, trades and trades assistant 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 Bus Engineering Maintenance Award 2001.

PARTIES: State Transit Authority of NSW -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, The Australian Rail, Tram and Bus Industry Union, New South Wales, The Australian Workers' Union, New South Wales.

**STATE TRANSIT AUTHORITY DIVISION
OF THE
NEW SOUTH WALES GOVERNMENT SERVICE**

**BUS ENGINEERING AND MAINTENANCE
ENTERPRISE AGREEMENT**

2006

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1. TITLE

- 1.1 This agreement may be cited as the “State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Agreement 2006” (*“The Agreement”*)

2. PARTIES BOUND

- 2.1 The Division Head of the State Transit Authority Division of the New South Wales Government Service (*“the Employer”*) and all employees employed within the the State Transit Authority Division of the New South Wales Government Service (*“the Division”*) who are covered by the State Transit Authority of new South Wales Bus Engineering Maintenance Award 2001 (*“the Award”*) and the following organisations of employees:

- The Australian Rail, Tram and Bus Union
- The Australian Manufacturing Workers Union; and
- The Electrical Trades Union.

3. OPERATIVE DATE AND DURATION

- 3.1 This Agreement has effect on and from the date of certification by the Industrial Relations Commission of New South Wales. (IRC)
- 3.2 The Nominal Expiry Date of this Agreement is 31 December 2008.

4. WAGE INCREASES

- 4.1 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 further increase of 4% will apply from 1 January 2008.

5. RELATIONSHIP TO AWARDS

- 5.1 This Agreement will be read to incorporate all the provisions of the Award or its successor provided that where there is any inconsistency between the Agreement and the Award the Agreement shall take precedence to the extent of any inconsistency.
- 5.2 In the event that the Award is varied following the certification or approval of this Agreement, the parties agree that:
- 5.2.1 any increase or improvement in the wages, entitlements or conditions of employment of employees will be absorbed but not added to any entitlement to this Agreement; and
- 5.2.2 any reduction or removal of wages, entitlements or conditions of employment in the Award will not apply to employees to whom this Agreement applies.
- 5.3 To avoid doubt, no employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of amendments to the award that are made as a result of a law of the Commonwealth.

6. INTRODUCTION

- 6.1 The parties acknowledge the following provisions underpin the effective operation of this Agreement:
- 6.2. The parties will continue to work toward securing the Employer's long-term viability by ensuring the Employer meets its performance requirements under the Metropolitan Bus Systems Contract regime.
- 6.3 The parties are committed to upholding the Employer's values to be honest, dependable and dedicated.
- 6.4 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and the Employer's financial position.
- 6.5 It is acknowledged that the process of change and reform will impact on organisation structure, position gradings and staff numbers.
- 6.6 The parties are committed to the Government's policies on redeployment and redundancy.
- 6.6.1 part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
- 6.6.2 preference will be given to retraining and redeployment in lieu of redundancy.

- 6.7 The parties acknowledge that changes of timetables, rosters and work arrangements are necessary from time to time to meet operational requirements. When these changes occur it is the Employer's intention to build rosters in accordance with existing award and Enterprise Agreement conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 6.8 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.
- 6.9 Initiatives identified and used to offset wage increases in prior Enterprise Agreements that have not been implemented will not be relied upon to justify and support wage increases in this Agreement. It is acknowledged that should such initiatives be introduced and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 6.10 Any wage increase agreed to in this Enterprise Agreement will be generated by improvements and efficiencies in the way employees undertake the work required to be performed.

7. ORDINARY HOURS OF WORK

- 7.1 Where not already applicable, the ordinary hours of work will be an average of 152 hours over a four-week work cycle.

8. 4 DAY WEEK/9 DAY FORTNIGHT

- 8.1 The parties agree to undertake an evaluation of the current trial of the four day week/nine day fortnight rosters, which are operating at Willoughby depot.
- 8.2 Subject to the outcome of the review leave is reserved to the parties to discuss the wider implementation of flexible rostering initiatives. No further extension of the trial at Willoughby depot will occur prior to the outcome of the review.

9. PERFORMANCE OF WORK

- 9.1 All employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

10. APPLICATION OF SKILLS

- 10.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide employees with greater employment opportunities through appropriate training. In addition there is the need to remove barriers that prevent employees from fully utilising their acquired skills.

11. FLEXIBILITY

- 11.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade employee.
- 11.2 Engineering Repair Assistants, who are interested in being trained in Storepersons work (receive, pick, issue) for the purpose of carrying out relief to that position, be trained and when required, to perform this work.
- 11.3 Employees covered by this Agreement who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 11.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (eg. Brakes, Steering) a motor mechanic is to be utilised.
- 11.5 Transfer of buses - Any Division employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between depots or from depot to contractor and return.
- 11.6 Rostering - the parties acknowledge that the ability of the Employer to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
 - 11.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within award requirements, to achieve the desired level of coverage.
 - 11.6.2 The Employer recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of the Employer and also not to place unreasonable demands upon employees.
 - 11.6.3 Where the parties cannot agree on appropriate rosters the dispute settlement procedures as contained in clause 46 is to apply.
- 11.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff, to ensure bus operational requirements are met.

12. WORK PRACTICES

- 12.1 It is acknowledged there have been significant changes by employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the Division's bus fleet, the parties agree that all

employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.

- 12.2 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.

13. ABANDONMENT OF EMPLOYMENT

- 13.1 Where an Employee, within a period of 21 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) by registered mail or courier 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 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 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 or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

14. TEMPORARY EMPLOYMENT

- 14.1 It is agreed that temporary staff can be employed within the Bus Engineering Division. Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time employees or where there is a shortage of staff due to sickness, extended leave e.t.c. which

will entail or involve greater than four (4) weeks work. The employment of temporary staff will not impinge upon permanent employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply in the employment of temporary staff.

- 14.2 Subject to subclause 14.3 employees and employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstance, before employing temporary staff.
- 14.3 All avenues of using existing Division employees are to be explored.
- 14.4 Temporary employees are to be directly employed by the Employer.
- 14.5 Temporary employees will be entitled to the same wages and conditions of full time employees, except for study assistance and appeal rights with sick leave available only when accrued.
- 14.6 Temporary employees will receive the same pass entitlements of full time employees.
- 14.7 Temporary employees will be employed for no less than one month and where required for greater than twelve (12) months to be permanent staff.
- 14.8 Services may be terminated at any time by either party, providing one (1) week's notice is given.
- 14.9 Temporary staff will not be utilised to cover current annual leave clearance.

15. STATEMENT OF EMPLOYMENT ON TERMINATION

- 15.1 The Employer shall, upon receipt of a request from an employee whose employment has terminated, provide to an employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the employee. This will be provided where practical on the last day of work or as agreed with the employee.

16. JOB TIME RECORDING

- 16.1 An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performances. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with employees and their representatives.

17. CHANGE OF SHIFT

- 17.1 In the event of a change of shift being necessary the relief/support line within the classification where required will cover the shift, providing they are notified 48

hours prior. Where the relief/support is not available another employee within the classification will cover the shift on the basis of agreed arrangements at the local level.

18. SHORT NOTICE PRE START

- 18.1 An employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the "Call Back" provisions of the award, or the general application of sub-clause 6.7

19. ROSTERING ARRANGEMENTS

- 19.1 Consultation is to take place with staff as to proposed changes to a master roster.

- 19.2 Where the master roster is to be changed, the employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days, The following procedures are to apply during those 28 days: -

19.2.1 In week 1 - Roster displayed with employees to raise with local management any issues of concern.

19.2.2 In week 2 - Roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.

19.2.3 In week 3 - Rosters are reposted and to commence in two weeks.

19.2.4 In week 5 - Rosters commence.

- 19.3 In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given 48 hours notice of the change. Where there is no relief line, another employee within the classification will cover the shift on the basis of agreed arrangements at the local level.

- 19.4 In the construction of rosters the critical element is to ensure sufficient staff are available to meet operational requirements and to maintain the standards as set by the Roads and Traffic Authority.

- 19.5 Without diminishing the responsibilities and requirements as nominated in subclause 19.3 herein, consideration is to be given to travel arrangements of employees when constructing rosters.

20. RESTRUCTURE OF THE MAINTENANCE DIVISION AND MAINTENANCE OPERATIONS

- 20.1 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).

- 20.2 The Revised Structure for the Maintenance Division is shown in the organisation chart at **Schedule C** of this Agreement.

S1 Safety Inspections

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

Introduction of Position of Leading Hand (Wages position)

- 20.4 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.
- 20.5 The Position Description for the position of Leading Hand is provided at **Schedule D** of this Agreement.

Wage Rate - Leading Hand

- 20.6 Wage rates for Leading Hands are contained in **Schedule A, Table 1**, of this Agreement.
- 20.7 The annual increment increases for Leading Hands shown at **Schedule A, Table 1**, will be payable subject to satisfactory performance assessments.
- 20.8 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Depot Service Manager prior to each employee's anniversary of appointment to his/her current position.
- 20.9 To avoid doubt, Leading Hands will be remunerated in accordance with this clause, which is intended to replace clause 14.3.6 of the Award.

Filling of Leading Hand Positions

- 20.10 The initial filling of Leading Hand positions will be from current Level 4 Engineering Repair Tradespersons.
- 20.11 In the event that there are no applicants from existing Engineering Repair Tradespersons, when initially filling the new Leading Hand positions, position can be advertised further.
- 20.12 As a result of initially filling Leading Hand positions, there will be no forced transfers and no forced redundancies of trades' staff.

20.13 In the event that, following the initial filling of Leading Hand positions, the number of trades' staff exceeds the existing staff numbers at any location, the following will apply in the order listed:

- Existing transfer requests will be enacted,
- Expressions of interest in permanent transfer shall be sought,
- Expressions of interest in temporary transfer shall be sought
- Preference will be given to permanent transfer requests,
- Employees requesting temporary transfer will have right of return to their former location when the next suitable vacancy occurs.

20.14 Leading Hand positions will be absorbed into existing trade staff numbers in each location.

20.15 Leading Hand positions will be advertised internally in the first instance and then externally as required.

20.16 Subsequent vacancies in Permanent Leading Hand positions will be advertised across the Division.

20.17 The ongoing filling of Leading Hand positions will be from Level 4 Engineering Repair Tradespersons who are relief Leading Hands.

20.18 Permanent and Relief Leading Hands will have access to the Employer's Management Development Training.

20.19 Relief Leading Hand positions will be advertised within each respective depot.

Training for Relief Leading Hands

20.20 Nominated Relief Leading Hands will have access to on the job training in accordance with the Employer's Procedures for Higher Duties.

20.21 Competency based assessment mechanisms shall be developed for each engineering wages classification.

20.22 Competency based assessment documents shall be used to formulate training plans for individual wages employees in the bus maintenance division.

20.23 Where applicable, training provided to Employees covered by this Agreement, shall be recognised, accredited and certified to allow completion of the whole task/function (eg Gas bus certification).

Career Path

20.24 Access to normal career paths for employees covered by this Agreement will be in accordance with **Schedule B**.

20.25 **Schedule B** does not seek to limit employees' access to other career path opportunities that may be available under the Employee's Merit Selection Policy, Higher Duties policy, or Study Assistance Policy.

21. CAREER PATHING

- 21.1 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

22. TRAINING

- 22.1 The parties acknowledge that successful implementation of this agreement relies upon relevant employee training. The Employer for its part is committed to the provision of training necessary to enable its employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 22.2 Training associated with the current classification or progression to next classification level within the career path as provided in (Schedule B) is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and employees attend off duty training outside of their ordinary hours, employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 22.3 Where employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the employee and the Employer's associated training is to be in accordance with the Employer's policy on Study Assistance.
- 22.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this agreement but form part of the immediate career path (Schedule B) for employees covered by this agreement.
- 22.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 22.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 22.7 The parties are committed within the training process to the implementation of competencies as designated by the appropriate body.

23. PERFORMANCE INDICATORS

- 23.1 It is agreed by the parties that the spirit and intent of this Agreement is to meet the standards and service criteria contained in items (a) to (d) in sub clause 23.2.
- 23.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet the standards set for the term of this agreement.

(a) Sick Leave

It is acknowledged there is the need to have in place a procedure, which encourages and assists employees to obtain and maintain a good sick leave record. There are other avenues available that in conjunction with the set procedures can assist in reducing absenteeism. Particularly as many employees commute considerable distances to their work place. The following proposals are predicated on the basis that maintenance will be performed to meet Roads and Traffic Authority standards and that operational and customer requirements are met:

- Flexibility with rosters to meet travel arrangements of employees.
- Swapping of shifts.
- Making up of time lost - e.g. (portion of shifts) on the following days in the week in which the time was lost or mutual agreement between the local Manager and the Employee, with times adjusted where not made up.
- Local management is to be accessible and to sponsor staff to share problems, which may be affecting their attendance or performance. Confidentiality is to be maintained at all times.
- Clearing of Rostered Days Off or accrued leave where sick leave may not be appropriate.
- There is no intention by the parties to target or place pressure on employees who are genuinely in need of sick leave. To the contrary employees need to be encouraged to obtain and maintain a good sick leave record.
- Employees who are seen to be taking excessive sick leave need to be made aware of the Employer's concerns and to be given every assistance to overcome any problems or concerns the employee may have.
- As part of the performance monitoring process, long term illnesses and sick leave associated with family leave are to identified and taken into consideration.

(b) Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims to be achieved through the following:

- Monitoring of injury statistics to identify major causes of injuries and

how those injuries can be prevented.

- Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- O.H. & S. training for conveners, chairpersons and members of O.H. & S. Committees to assist in the identification and correction of hazards at the workplace.

(c) Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

(d) Bus Peak Requirements.

The operating needs of depots within the Division vary considerably due to customer demand within their areas of operation. While the fleet size of each Depot varies there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

24. BENCH MARKING

24.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the Organisation that may be at variance within that Organisation or where those functions are performed by outside industry.

24.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every depot.

Process:

1. On each occasion a comparison of performance is undertaken, the tasks to be compared are to be presented to each Consultative Committee.

2. Consultative Committees are to assist in the identification of best times and procedures for the tasks at their respective locations.
 3. A small working party consisting of three tradespersons (one from each stream) and two management representatives is to collate the results from the consultative committees.
 4. The best times and procedures are to be presented to a meeting of representatives from each trade (one from each depot)
 5. The implementation of best times is to be in conjunction with the consultative committees at each garage, which will identify the tasks needed to be improved and the necessary steps to achieve the nominated times.
 6. A review of the implementation to take place three months after date of implementation. The results of the review are to be presented to the Engineering Peak Council.
- 24.3 It is acknowledged the benchmark may vary from time to time according to the type of technology, which is available and level of skill of employees performing the work.
- 24.4 When a best practice has been identified and it is found to be reliant on special equipment, there is a commitment from the Employer to provide that equipment at all depots. This is subject to the work not being a once off, or similar situation where it is not an economical proposition to purchase the equipment.
- 24.5 There is a need to benchmark all work performed where it is practical to set times associated with the common work performed. Best practice is an on going process, as part of continuous improvement.

25. JOB COSTING/TIME RECORDING

- 25.1 The time taken to perform the particular task/s is to be inputted into MIMS as part of the maintenance process by the Leading Hand or tradesperson.
- 25.2 Roads and Traffic Authority and Department of Transport requirements are to be met when establishing the processes.
- 25.3 Facilities are to be provided at depots and staff utilised to input the information.

26. JOB SECURITY

- 26.1 The Employer is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that the Employer will not seek changes to bus maintenance functions that could have an impact on staffing levels.
- 26.2 The object of this agreement is to support our planned growth of business by increasing efficiency and productivity through a co-operative approach between

management and employees.

- 26.3 As a result, no employee at the time of certification will lose their position or be retrenched during the life of the agreement as a result of changes implemented in accordance with this agreement.

27. DRUGS AND ALCOHOL

- 27.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport system are specifically committed to ensuring that staff do not work while their effective functioning is impaired.
- 27.2 The parties recognise, the importance of and accept the need for, monitoring and detection of impairment by alcohol and drugs.

28. APPRENTICESHIPS, TRAINEESHIPS AND CADETSHIPS

- 28.1 The Employer is committed to the apprenticeship programs. The numbers of apprentices are based on business needs and natural attrition rates of qualified trade employees.
- 28.2 During the life of the Agreement, the Employer is prepared to review the yearly intake of apprentices with a view to increasing the yearly apprentice intake.
- 28.3 The engagement of apprentices and trainees is governed by the *NSW Apprenticeship and Traineeship Act 2001*.
- 28.4 Apprentices will be assessed using the Australian National Training Authority (or equivalent) guidelines.
- 28.5 Where the Employer proposes to employ apprentices or trainees in a new classification, the Employer will consult with the relevant Union/s on the proposal.
- 28.6 The Employer may employ trainees under the Commonwealth New Apprentices Scheme, and in accordance with State and Commonwealth Guidelines governing this Scheme, and in accordance with classification structures in this Agreement.
- 28.7 The Employer may also choose to enrol existing employees in the New Apprenticeship Skill Incentive Program (or equivalent). The Commonwealth New Apprenticeship Scheme allows existing employees to be considered as trainees for the purposes of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing employees.

Apprentices

YEAR	PERCENTAGE
First year	50%
Second year	60%
Third year	75%
Fourth year	88%

28.8 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%), shown above, to the rate of pay of a Engineering Repair Tradesperson 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, eg Industry Allowance and Tool Allowance.

Adult Apprentice Wage Rates

28.9 Where an employee is engaged under the award as an Engineering Repair Assistant or Store person prior to becoming an adult apprentice they shall receive which ever is the greater between the rate of pay for the position previously held and that for an apprentice.

28.10 Subject to the exclusion of adult apprentices nominated under sub-clause 8.1 herein all other adult apprentices shall be paid which ever is the greater between that of an Engineering Repair Assistant Level 2 as provided for under this Enterprise Agreement or the rate of an apprentice.

28.11 An adult apprentice is an apprentice engaged by the Employer after turning 21 years of age.

29. BLOOD DONORS LEAVE

29.1 Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood; employees are not to drive a heavy vehicle for a period of eight hours.

30. FIBREGLASS ALLOWANCE

30.1 All body repairers will receive an allowance of 16 cents per hour for time worked.

31. INTRODUCTION OF CHANGE

31.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes and their Unions.

31.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

32. DELEGATES

32.1 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:

32.1.1 An employee elected or nominated as a delegate by the employees in the section and/or location in which employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.

32.1.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting employees whom they represent, or accredited officials of the union to which the delegate belongs.

32.1.3 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 interview a duly accredited union official of the union to which he/she belongs.

32.1.4 Delegates Training

Subject to all other qualifications in this clause, the Employer may grant an elected delegate leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current employees. The Employer will not be required to pay for any expenses (such as travel accommodation and meals) associated with or incurred by the delegate attending the course.

32.1.5 Amenities

The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet.

32.1.4 There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

33 RIGHT OF ENTRY OF UNION OFFICIALS

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:
 - (i) any appointed or elected officer of a union, party to this Agreement, will have access to the duly elected or appointed union representative and or their member/s, on the site during normal working hours, for the purposes of holding discussions, providing those discussions are about matters that pertain to the employment relationship between the Employer and the employees; and
 - (ii) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction

33.2 Any appointed or elected officer of a union, party to this Agreement, shall have power to inspect any part of the work or works, where it is suspected or believed a breach of the award or Agreement is occurring or has occurred.

The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of the award or Agreement. Such investigations shall include access to the wages books or time sheets. The officer shall minimise interruptions to the work process.

34. ANTI-DISCRIMINATION

34.1 It is the intention of the Parties to achieve the principal object of s.3 (f) of the *Industrial Relations Act 1996 (NSW)* through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

34.2 Accordingly, in fulfilling their obligations under the Agreement, the Parties must make every endeavour to ensure that there is no directly or indirectly discriminatory effect.

34.3 Nothing in this clause affects:

34.3.1 Any different treatment (or treatment having different effects), which is specifically, exempted under a law of the Commonwealth or the State of New South Wales

34.3.2 Junior rates of pay as determined by the Commission in accordance with the *Industrial Relations Act 1996 (NSW)*

34.3.3 The right of an employee, the Employer or registered organisation, to take proceedings in relation to unlawful discrimination or alleged unlawful discrimination any court or tribunal of competent jurisdiction, including by

application to the Human Rights and Equal Opportunity Commission or the Anti-Discrimination Board.

35. LEARNING AND DEVELOPMENT COMMITTEE

35.1 A learning and development committee operates in accordance with section 14.1.1 to 14.1.3(c) of the award. The committee will not have decision-making powers. However, it will participate in an advisory role in the establishment of relative and effective training programmes required by employees covered by this agreement.

35.2 The objectives of the training committee are:

35.2.1 to enable employee involvement in the training processes

35.2.2 the training committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.

35.3 The learning and development committee shall be comprised of two maintenance managers, a learning and development representative, an engineering repair trades person from each stream, one representative from the Newcastle Workshop and Engineering Repair Assistant representative.

35.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but not be limited to Authority representatives and unions party to this Agreement.

35.5 The committee will be chaired by a nominated Manager.

35.6 The employee representatives shall be drawn and elected every 12 months in a ballot monitored by the unions' respondent to this agreement.

35.7 The learning and development committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.

35.8 The learning and development committee will participate in:

35.8.1 formulating a training program including available training courses and career opportunities.

35.8.2 recommending individual employees for training and reclassification.

35.8.3 review assessment criteria to be applied for new and existing staff.

35.8.4 advising management and employees regarding the ongoing effectiveness of the training.

36. PRODUCTIVITY COMMITTEE

36.1 To assist in achieving the objectives of this agreement a Productivity Committee will be formed.

36.2 The Productivity Committee will set terms of reference to work within. The terms of reference must be approved by the Division Head.

The terms of reference must include:

- (a) Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- (b) Genuine time frames for targets to be achieved.
- (c) Periodic reviews of progress and major reviews.
- (d) Mechanisms to review and implement new initiatives.
- (e) Mechanisms to assist management and employees in relation to contracting out issues pursuant to clause 15.
- (f) An internal disputes settlement mechanism.

36.3 The Productivity Committee will consist of representatives of the Employer, Combined Unions (parties to this Agreement) and a standing invitation to Unions New South Wales.

37. CONSULTATIVE COMMITTEE

37.1 A consultative committee shall be established at each garage.

37.2 Functions of the Consultative Committees

- (i) The consultative committee shall operate as a mechanism resulting in democratic employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that work place.
- (ii) The consultative committee shall endeavour to promote harmonious employee relations.
- (iii) The consultative committee shall endeavour to create an effective system of communication between the Employer and employees. Minutes of all consultative committee meetings shall be available to all employees at that location. Reasonable time shall be allowed in conjunction with local management to enable employees to be informed of the committee's activities.

37.3 Composition of the Consultative Committee

- (i) The consultative committee shall be comprised of six permanent members, of which;
- (ii) two will be representatives of management, at least one shall be of senior management level; and
- (iii) four employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, one Engineering Repair Assistant)

37.4 Meetings

- (i) The consultative committee shall meet as required but not less than monthly.

- (ii) Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.
- (iii) Committee members may co-opt others to represent them at meetings when required.
- (iv) The consultative committee may invite other personnel and unions party to this Agreement, to attend meetings.

37.5 Consultative procedures

- (i) The consultative committee will consider the implication of proposed measures to change arrangements.
- (ii) A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Agreement. It will be the responsibility of each consultative committee to furnish relevant reports to this peak body immediately following discussions at a local level.
- (iii) The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Agreement.
- (iv) Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this agreement will form fixed agenda items to ensure such indicators for each of the Employer's depots are under constant review by the committee

37.6 Training

- (i) Committee members may attend an approved training course relevant to their role as committee members.

38. COMMUNICATIONS AND CONSULTATION

38.1 Consultation provides participation by the Employer, employees and their representatives, including Unions party to this Agreement, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.

38.2 Consultation is aimed at getting employees and their representatives, including unions' party to this Agreement, to suggest or respond to proposals for policy formulation 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.

38.3 Pursuant to clause 36 the parties agree to consult over the life of the Agreement regarding the implementation of initiatives deriving from the productivity committee.

38.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure contained at Clause 46 of this Agreement.

39. SALARY SACRIFICE FOR SUPERANNUATION

39.1 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.

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

39.2.1 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

39.2.2 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.

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

39.3.1 paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or

39.3.2 Subject to the Employer's Agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

39.4 Where an employee elects to salary sacrifice in terms of subclause 12.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

39.5 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 subclause 12.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

- 39.6 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 subclause 12.4.1, 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.

40. SPECIAL MAINTENANCE PROGRAMS

- 40.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.
- 40.2 During the life of this Agreement if programs are required to modify the fleet it is proposed that the above-mentioned teams approach may be applied in accordance with clause 12. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the depot consultative committee.

41. CONTESTABILITY

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

42. PERSONAL LEAVE

- 42.1 Personal leave consists of the following three types of leave:

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

- 42.2 All employees, other than casual employees, will be entitled to Personal Leave in accordance with this clause.

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

42.4 **Paid Sick Leave**

42.4.1 Employees covered by this agreement are entitled to 15 days paid sick leave per year.

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

42.4.3 Sick leave not used in any year shall accumulate

42.5 **Carer's Leave**

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

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

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

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

- 42.5.5 Paid and unpaid carer's leave may be taken for part of a single day.
- 42.5.6 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.
- 42.5.7 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
 - (ii) 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.
- 42.5.8 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.

42.6 Compassionate/Bereavement Leave

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

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

43. PAID MATERNITY LEAVE

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

43.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.

43.3 Maternity leave is a period of not more than 9 weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.

43.4 An employee is entitled to a maximum of 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.

43.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period.

43.5.1 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 or;

43.5.2 The accrued long service leave can be taken:

- (b) 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 or;

43.6 Long service leave may be cleared in any combination of the above options.

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

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

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

- 43.10 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.
- 43.11 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; any employee taking extended maternity leave will be required to clear accumulated Annual Leave prior to commencing extended maternity leave.
- 43.12 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.
- 43.13 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.

44. PARENTAL LEAVE

- 44.1 An employee is entitled to parental leave in accordance with this clause and with the Employer's Parental Leave Policy.
- 44.2 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.
- 44.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 44.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 44.5 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.
- 44.6 An employee taking parental leave must exhaust all accumulated annual leave entitlements as part of parental leave.
- 44.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 44.8 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.

45. ADOPTION LEAVE

- 45.1 Employees are entitled to paid adoption leave in accordance with this clause and with the Employer 's adoption leave policy.
- 45.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of adoption, is entitled to paid adoption leave.
- 45.3 Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child.
- 45.4 Employees will be entitled to a maximum of 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.
- 45.5 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:
- 45.5.1 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
- 45.5.2 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;
- 45.6 Long service leave can be cleared in any combination of the above options.
- 45.7 Employees taking adoption leave must clear any accumulated annual leave entitlements in excess of 40 days as part of their adoption leave.
- 45.8 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 45.9 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.

- 45.10 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 employee's 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.
- 45.11 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: any employee taking extended Adoption leave will be required to clear accumulated Annual leave prior to commencing extended Adoption leave.
- 45.12 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.
- 45.13 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.

46. DISPUTE SETTLING PROCEDURES

- 46.1 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 claim, dispute or matter (the Dispute), 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 Dispute 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 Dispute 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 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 subclause (Disputes Not Local in Nature subclause) 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, 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 may 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 Commission for resolution.

- 46.2 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 working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.
- 46.3 Any dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by the Employer, the employee, or a union party to this Agreement for a period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.
- 46.4 Nothing in this subclause 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.
- 46.5 Subject to paragraph 46.7, while a dispute is being dealt with under one of the preceding paragraphs in this subclause 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.

46.6 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 subclause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

46.7 Stoppages directed by Unions NSW or the ACTU and generally applying in industry are exempt from this procedure.

47. PUBLIC HOLIDAYS

47.1 Where an employee is required to work on a proclaimed public holiday, 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 for clearance with their accumulated Leave for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

47.2 Employees holding accrued picnic days accrued on or prior to 31 December 2005 will be required to clear all such accrued picnic days within twelve months of the certification of this Agreement.

47.3 The monetary value of all accrued picnic days not cleared, in accordance with subclause 47.2, will be paid out to employees in the first pay period after the first anniversary of certification of this Agreement.

48. GOLD PASSES

48.1 The parties agree to participate in the 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.

49. CONTRACTING

49.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialized skills unavailable in house.

49.2 Wherever practicable the Employer will use existing employees to carry out work within their capabilities and the requirements of sub clause 36.2 (a).

49.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.

49.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to employees where appropriate.

50. RENEGOTIATION

50.1 It is agreed between the parties to commence negotiation of the next agreement no later than six (6) months prior to the expiry of this Agreement.

SCHEDULE A - WAGES AND ALLOWANCE TABLES

TABLE 1 - WAGES

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 January 2006	1 January 2007	1 January 2008
L/H Step 1	965.70	1004.30	1044.50
L/H Step 2	993.50	1033.20	1074.50
L/H Step 3	1021.40	1062.30	1104.80

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2006	1 January 2007	1 January 2008
ERT Level 4	913.10	949.60	987.60
ERT Level 3	867.80	902.50	938.60
ERT Level 2	825.60	858.60	892.90
ERT Level 1	785.60	817.00	849.70

Weekly Rates for Storeperson

Classification	1 January 2006	1 January 2007	1 January 2008
Level 2	774.40	805.40	837.60
Level 1	726.70	755.80	786.00

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2006	1 January 2007	1 January 2008
ERA Level 4	726.70	755.80	786.00
ERA Level 3	687.20	714.70	743.30
ERA Level 2	667.70	694.40	722.20
ERA Level 1	628.60	653.70	679.90

Weekly Rates for Apprentices

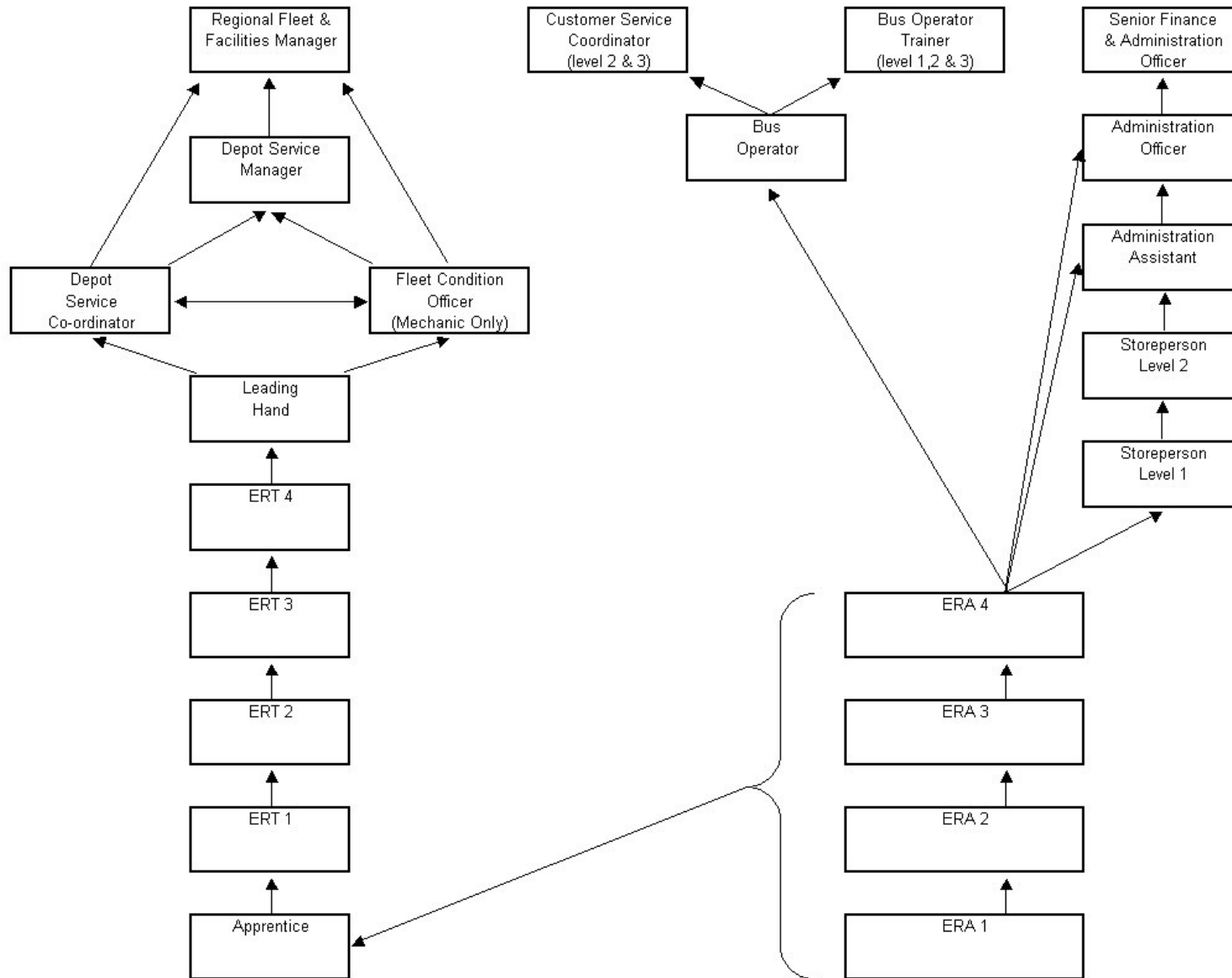
Classification	1 January 2006	1 January 2007	1 January 2008
4th year	691.30	719.00	747.70
3rd year	589.20	612.80	637.30
2nd year	471.40	490.20	509.80
1st year	392.80	408.50	424.90

TABLE 2 - ALLOWANCES

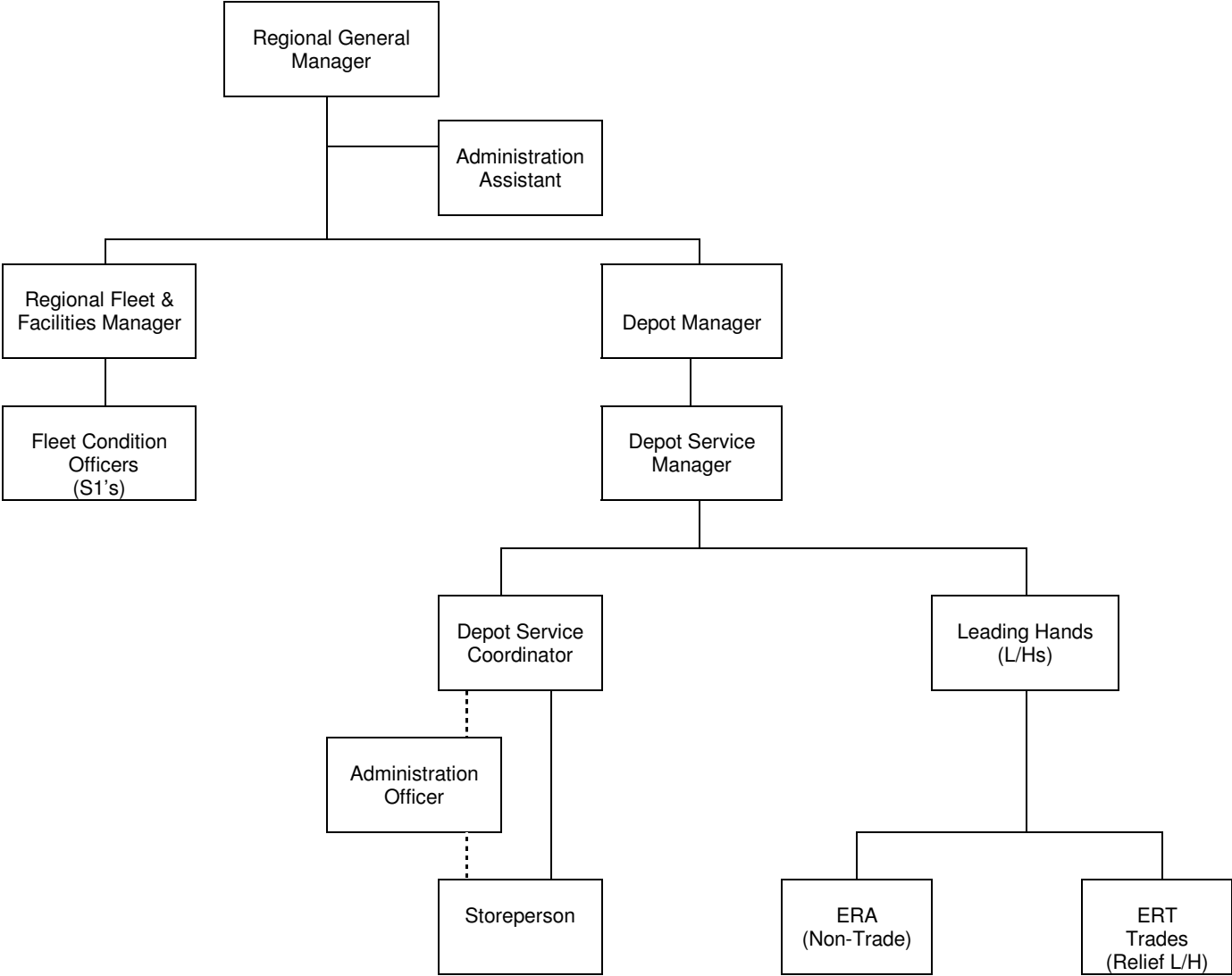
Allowances	1 January 2006	1 January 2007	1 January 2008
Wet Work	0.47 c p.h.	0.49 c p.h.	0.51 c p.h.
Confined Spaces	0.59 c p.h.	0.61 c p.h.	0.63 c p.h.
Height Money	0.31 c p.h.	0.32 c p.h.	0.33 c p.h.
Asbestos	0.61 c p.h.	0.63 c p.h.	0.66 c p.h.
Fibreglass	0.20 c p.h.	0.21 c p.h.	0.22 c p.h.
Chokages	\$6.03 p.d.	\$6.27 p.d.	\$6.52 p.d.
Supervisor Certificate - Electrician	\$31.40 p.w.	\$32.70 p.w.	\$34.00 p.w.
Registration Certificate- Electrician	\$17.10 p.w.	\$17.80 p.w.	\$18.50 p.w.
Plumbers Registration	0.61 c p.h.	0.63 c p.h.	0.66 p.h.
Private Motor Vehicle- Up to two litres engine capacity	0.55 c per km	0.57 c per km	0.59 c per km
Private Motor Vehicle- Over two litres engine capacity	0.67 c per km	0.70 c per km	0.73 c per km
Asbestos Eradication	\$1.62 p.h.	\$1.68 p.h.	\$1.75 p.h.
First Aid	\$12.10 p.w.	\$12.60 p.w.	\$13.10 p.w.
Industry Allowance	\$35.60 p.w.	\$37.00 p.w.	\$38.50 p.w.
Accredited Trainer			

The overtime meal allowance is \$10.50 and will be adjusted from time to time in accordance with the New South Wales Crown Employees (Skilled Trades) Award.

SCHEDULE B – ENGINEERING CAREER PATH



SCHEDULE C – MAINTENANCE STRUCTURE



SCHEDULE D – 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 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 State Transit, Western Sydney Buses, operates the Liverpool to Parramatta Transitway.

The aim of the Division is to deliver passenger services that are safe, efficient, comfortable, convenient and reliable, with courteous and professional staff. The Division is subject to control by several statutory and regulatory requirements, including the Transport Administration Act, Passenger Transport Act, and Maritime Services Act. The Division 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 Division 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, faultfinding 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 Division'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's 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 E
– 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.

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

Signed for and on behalf of the Australian Manufacturers Workers Union

.....
Mr Tim Ayres
Acting State Secretary
Dated this th day of April 2006.

Signed for and on behalf of the Electrical Trades Union

.....
Mr Bernie Riordan
State Secretary
Dated this th day of April 2006.