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CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, MULTICULTURAL NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Multicultural NSW.

(Case No. 307389 of 2020)

Before Commissioner Murphy

19 May 2021

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
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2. Title

This Award shall be known as the Crown Employees (Interpreters and Translators, Multicultural NSW) Award 2021.

3. Definitions

- 3.1 "Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Association" means Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.3 "Base rate" for casual interpreters means a rate determined by dividing the annual salary by 52.17857, then by dividing 35. The base rate is not inclusive of any Casual Worker Loading.

- 3.4 "Casual Interpreter" a person is a casual interpreter if they hold the relevant NAATI credentials or qualifications as determined by Multicultural NSW and accept a job offer from Multicultural NSW knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.
- 3.5 "Casual Translator" a person is a casual translator if they hold the relevant NAATI credentials or qualifications as determined by Multicultural NSW and accept a job offer from Multicultural NSW knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.
- 3.6 "Casual Worker Loading" is a loading of 28% paid for Standard Hours. The loading is paid in recognition of:
- (a) the itinerant nature of the employment, and
 - (b) to compensate for all leave (except Long Service Leave), and
 - (c) travel time
- The Casual Worker Loading is not included for the purposes of Non-Standard Hours or overtime.
- 3.7 "Court Interpreting Assignment" means interpreting assignments booked by NSW Courts.
- 3.8 "Employee" means a person employed in the kind of work defined by clause 7 and 8 of this Award to undertake interpreting or translating assignments.
- 3.9 "Hourly rate" means the base rate, plus the Casual Worker Loading of 28%.
- 3.10 "Interpreter/Translator" means an interpreter/translator who holds the credentials and qualifications as specified by NAATI or as determined by Multicultural NSW.
- 3.11 "Interpreting" means when an interpreter transfers a spoken or signed message in another language (the source language) into a spoken or signed message in another language (the target language) for the purpose of communication between people who do not share the same language.
- 3.12 "Interpreting Assignment" means the provision of Interpreting Services for the period allocated.
- 3.13 "Machine translation (MT)" means using fully automated software that can transfer source content into target languages. MT is used to help render text and speech into another language, or the MT software may operate without human intervention.
- 3.14 "Minimum hours of work for casual interpreters" are as follows:
- (a) for Court Interpreting Assignments booked by NSW Courts: 3 hours.
 - (b) Telephone interpreting: 15 minutes.
 - (c) for all other assignments: 1.5 hours.
- 3.15 "Multicultural NSW" means the Multicultural NSW Staff Agency, within the Department of Communities and Justice as specified in Schedule 1, Part 2 of the Act.
- 3.16 "NAATI" means the National Accreditation Authority for Translators and Interpreters.
- 3.17 "Non-Standard Hours" for Casual Interpreters means hours worked outside the Standard Hours of 7.30a.m. to 6.00 p.m. Monday to Friday or hours worked on weekends and public holidays.
- 3.18 "NSW Courts" means the NSW Supreme Court, NSW District Court, NSW Local Court, NSW Coroners Court, NSW Drug Court or NSW Children's Court. It does not refer to NSW Tribunals or Courts under the Commonwealth or other State jurisdictions.

- 3.19 "Secretary" means the Industrial Relations Secretary, as established under the Act.
- 3.20 "Standard Hours" for Casual Interpreters means hours worked between 7.30 a.m. and 6.00 p.m., Monday to Friday.
- 3.21 "Technology Based Interpreting" means interpreting via technological medium. Technology mediated interpreting includes:
- (a) telephone interpreting (as per clause 12)
 - (b) videoconference interpreting where participants communicate through a live audio-visual link (as per clause 10).
- 3.22 "Transcription" means converting spoken words from a video or audio file into text.
- 3.23 "Translating assignment" means allocation of documents to be transferred from the text of one language (the source language) into the text of another language (the target language) accurately reflecting the meaning.
- 3.24 "Translation" means transferring the text from one language (the source language) into the text of another language (the target language) accurately reflecting the meaning for the purpose of communication between persons who do not share the same language.

4. Parties to the Award

The parties to this Award are the Secretary, Multicultural NSW and the Association.

5. Exhibition of Award

A copy of this Award is to be accessible to all Multicultural NSW Interpreters and Translators.

6. Salaries

- 6.1 Salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.
- 6.2 A person employed as a casual employee shall be paid the appropriate base rates as set out in the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement Award for the relevant classification set out in the table in subclause 10.2 or the table in subclause 11.3.

7. Interpreter Classifications

- 7.1 An Interpreter has interpreting qualifications based on the following NAATI recognised classifications. It is the responsibility of the employee to ensure that the credentials are current.
- 7.2 Certified Specialist Legal/Health/Conference Interpreter Qualification:
- (a) Certified at Specialist or Conference Interpreter level as demonstrated by NAATI certification; or
 - (b) Meeting the qualifications/standards determined by Multicultural NSW.
- 7.3 Certified Interpreter
- Qualification:
- (a) Certified at Certified Interpreter level as demonstrated by the NAATI certification; or
 - (b) Meeting the qualifications/standards determined by Multicultural NSW.

7.4 Certified Provisional Interpreter

Qualification:

- (a) Certified at Provisional Interpreter level as demonstrated by NAATI certification; or
- (b) Meeting the qualifications/standards determined by Multicultural NSW.

7.5 Recognised Practising Interpreter

A Recognised Practising credential is granted in languages in which NAATI is unable to deliver testing on a regular basis. An Interpreter who holds a Recognised Practising credential has satisfied the minimum training requirements stipulated by NAATI and has recent and regular experience as an Interpreter. Recognised Practising credentials do not have equal status with certification.

8. Translator Classifications

8.1 A Translator has translating qualifications based on the following NAATI recognised classifications. It is the responsibility of the employee to ensure that the credentials are current.

8.2 Certified Advanced Translator Qualification:

- (a) Certified at Advanced Translator level as demonstrated by NAATI certification; or
- (b) Meeting the qualifications/standards determined by Multicultural NSW.

8.3 Certified Translator Qualification:

- (a) Certified at Certified Translator Level as demonstrated by NAATI certification; or
- (b) Meeting the qualifications/standards determined by Multicultural NSW.

8.4 Recognised Practising Translator

A Recognised Practising credential is granted in languages in which NAATI is unable to deliver testing on a regular basis. A Translator who holds a Recognised Practising credential has satisfied the minimum training requirements stipulated by NAATI and has recent and regular experience as a Translator. Recognised Practising credentials do not have equal status with certification.

9. Reclassification

9.1 Employees may apply for reclassification by way of successful completion of the appropriate NAATI certification process for that classification.

9.2 Where NAATI does not currently provide assessment for a language the employee may be eligible for assessment by Multicultural NSW, subject to the following criteria:

- (a) Appropriate qualifications in interpreting or translating;
- (b) Evidence of actual hours interpreting hours or words translated within the two years prior to the date of application;
- (c) References provided by past interpreting or translating clients or language services providers;
- (d) Successful completion of a Multicultural NSW on-line assessment;
- (e) Actual evidence of Professional Development requirements, as set by NAATI, being met; and

- (f) Assessment for Certified Interpreter or Translator classification will also require successful completion of a language proficiency test in both English and the language certification that is being sought for.
- 9.3 Where NAATI subsequently provides assessments for a language Multicultural NSW has made an assessment for in accordance with subclause 9.2, Multicultural NSW will require Interpreters and Translators to undertake the NAATI test within 3 months of the test becoming available.
- 9.3.1 If an Interpreter or Translator required to undertake a NAATI test under clause 9.3, subsequently fails that test, their rate of pay will revert to their current NAATI certification level from the first pay period after receiving the NAATI outcome.
- 9.3.2 If an Interpreter or Translator required to undertake a NAATI test under clause 9.3, does not undertake the test within the 3-month period of the test becoming available, their rate of pay will revert to their current NAATI certification level from the first pay period after the 3-month period has lapsed.

10. Casual Interpreting

The parties agree that the employment of Interpreters on a casual basis shall not prejudice the employment of any permanent Interpreters.

- 10.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 ("the Conditions of Employment Award") apply to a Casual Interpreter engaged in face-to-face services, except for the following provisions in the Conditions of Employment Award:
- (a) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees, 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)
- (b) Clause 14 - Morning and Afternoon Breaks
- (c) Section 4 - Allowances and other matters except clauses 36, 37 and 51
- (d) Section 8 - Shift Work and Overtime
- 10.2 Each classification has a designated common salary point as set out in the Crown Employees (Public Sector-Salaries 2019) Award. As follows in the Table below:

NAATI Credential Held	Face to Face, Video Conferencing and Transcription Services
Certified Specialist (Legal/Health/Conference)	91
Certified Interpreter	81
Certified Provisional Interpreter	76
Recognised Practising Interpreter	56

- 10.2.1 Casual Interpreters are paid the Casual Worker Loading of 28% for work within Standard Hours.
- 10.2.2 Casual Interpreters employed at the date of commencement of this Award will be paid at a rate commensurate with their NAATI certification as per clause 7 of this Award; or as determined by Multicultural NSW where NAATI certification is not held by the employee.
- 10.3 Rates of pay - Minimum Engagement
- 10.3.1 A Casual Interpreter shall be paid a minimum of 1.5 hours, with the exception of Court Interpreting Assignments booked by NSW Courts, which will be paid a minimum of 3 hours. All subsequent time will be rounded to the next 15-minute increment.

- 10.3.2 Casual Transcription rates are paid the base rate as detailed in Table of subclause 10.2 plus the Casual Worker Loading of 28%, for the time taken to complete the job.
- 10.3.3 If an assignment duration is extended for longer than the booking time, the Casual Interpreter is able to elect to cease attendance or continue the extended assignment. If the Casual Interpreter elects to continue, they will be paid for the extended assignment. Multicultural NSW at the time it confirms a booking shall advise the person who made the booking of the right of the Casual Interpreter to make an election under the subclause.
- 10.4 A Casual Interpreter is entitled to take an unpaid break of 30 minutes at the completion of five hours or by mutual agreement with a client.
- 10.5 Rates of pay - Non-Standard Hours
- 10.5.1 Payment for Non-Standard Hours will be calculated as follows:
- (a) 150% base rate for all Non-Standard Hours worked on weekdays and Saturdays
 - (b) 200% base rate for Sundays
 - (c) 250% base rate for Public Holidays
- 10.5.2 The Casual Worker Loading will not be paid for work completed outside Standard Hours.
- 10.5.3 Where an Assignment includes both Standard Hours and Non-Standard Hours Casual Interpreters will be paid as follows:
- (a) any 15-minute block which commences during Standard Hours will be paid at Standard Hours rates; and
 - (b) any 15-minute block which commences during Non-Standard Hours will be paid at Non-Standard Hours rates.
- 10.5.4 A Casual Interpreter required to work outside of the Standard Hours shall be paid the rates in paragraph 10.5.1 and receive meal allowance provisions in accordance with the Conditions of Employment Award.
- 10.6 Work within Normal Work area.
- (a) A Casual Interpreter will not be entitled to travel payment for distances travelled from the Casual Interpreter's home address to the location of the initial assignment.
 - (b) When the Casual Interpreter travels from the initial assignment directly to any subsequent assignment, at a different location on the same day, the Casual Interpreter is entitled to payment of actual travel costs to and from the second assignment or subsequent assignments.
 - (c) Travel will be by the most practical available route and by the most practical and economic means of transport. Where this is not possible, transport will be by means and route agreed with Multicultural NSW.
- 10.7 Day Work Outside Normal Work Area
- A Casual Interpreter shall be entitled to payment for travel time as per the Conditions of Employment Award for distances travelled when required to carry out work outside their normal work area.
- (a) For Interpreters classed as Sydney Interpreters the normal work area is the County of Cumberland as defined by the Crown Lands Office being the boundaries of the Sydney metropolitan area.

- (b) For Interpreters classed as Regional Interpreters, the normal work area is the area within an 80 km radius, one-way, of the home address of the Interpreter.
- (c) Travel will be by the most practical available route and by the most practical and economic means of transport. Where this is not possible, transport will be by means and route agreed with Multicultural NSW.

10.7.1 A Casual Interpreter required to work outside the normal work area shall receive meal allowance provisions in accordance with the Conditions of Employment Award.

10.8 Travel Requiring Overnight Accommodation - Casual Interpreters required to travel to an assignment necessitating overnight accommodation shall receive payment in accordance with the provisions of the Conditions of Employment Award.

10.9 Cancellation of Services

10.9.1 Where a Casual Interpreter has been booked for an assignment to be completed in a single day and the assignment is cancelled the following is applied:

- (a) Assignment cancelled more than one working day (more than 24 hours) before booking commencement time - no cancellation payment is due.
- (b) Otherwise where an Assignment is cancelled the Casual Interpreter will be paid the assignment time up to a total of 3 hours for Court Interpreting Assignments booked by NSW Courts and 1.5 hours for all other Interpreting Assignments.

10.9.2 Where a Casual Interpreter has been booked for an assignment exceeding a single day and the assignment is cancelled the following is applied:

- (a) Assignment cancelled more than one working day (more than 24 hours) before booking commencement time - no cancellation payment is due.
- (b) Otherwise where an Assignment is cancelled the Casual Interpreter will be paid 3 ordinary hours work per day for a maximum of two days that the assignment was booked.
- (c) If an Interpreting Assignment is booked for 5 days or more and cancelled and the Casual Interpreter is entitled to payment in accordance with subparagraph 10.9.2(b) the Casual Interpreter will for 5 days be given priority for any alternative Interpreting Assignment for 5 days or more.

10.9.3 No cancellation fee is payable to the Casual Interpreter if alternative assignment(s) of the same mode of delivery, time and duration as the original booking, are offered by Multicultural NSW during the period of the original assignment.

10.10 Assignment Booked within a Single Day

10.10.1 Where a Casual Interpreter commences an assignment to be completed within a single day, if the assignment ceases before the booking end time, the interpreter will be paid for the whole period of the assignment booking time.

10.11 NSW Courts

10.11.1 If, while this Award remains in force, Multicultural NSW is notified that it will no longer be the provider of Court Interpreting Assignments then the rates in this clause applicable to Court Interpreting Assignments will no longer apply and the provisions of the Crown Employees (Interpreters and Translators, Multicultural NSW) Award made by Chief Commissioner Kite on 13 March 2019 (385 IG 149 Serial C8720) will apply.

11. Casual Translators

The parties agree that the employment of Translators on a casual basis shall not prejudice the employment of any permanent Translators.

- 11.1 Casual Translators work using their own equipment, work at a time suitable to themselves and are not accommodated in the workplace to carry out their duties therefore travel is not incurred.
- 11.2 The provisions of the Conditions of Employment Award apply to a Casual Translator engaged in services, except for the following provisions in the Conditions of Employment Award:
- (a) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees, 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)
 - (b) Clause 14 - Morning and Afternoon Breaks
 - (c) Section 4 - Allowances and other matters
 - (d) Section 8 - Shift Work and Overtime
- 11.3 Each classification has a designated common salary point as set out in the Crown Employees (Public Sector-Salaries 2019) Award. As follows in the table below:

NAATI Credential Held	Standard and Non-Standard Translations, Post Editing of Machine Translation, Checking and Proof Reading
Certified Advanced Translator	91
Certified Translator	81
Recognised Practising Translator	63

- 11.3.1 Casual Translators are paid the base rate plus a Casual Worker Loading of 28%.
- 11.4 Rates of Pay - Standard Documents
- 11.4.1 Translation of Standard Documents as defined in paragraph 11.8.1 are paid at the rates in table 11.3 for 30 minutes.
- 11.5 Rates of Pay - Non-Standard Documents
- 11.5.1 Translation of Non-Standard Documents of up to 800 words as defined in paragraph 11.8.2 are paid at the rates in table 11.3 for 60 minutes for the first 200 words or part thereof and 30 minutes for each subsequent 100 words or part thereof up to 800 words.
- 11.5.2 Translation of Non-Standard Documents exceeding 800 words as defined in paragraph 11.8.2, are paid the rates in table 11.3 for 30 minutes for each 100 words, less 10 per cent for all words over 800 words up to 2500 words. Payment for words exceeding 800 words will be calculated per 100 word blocks or any part thereof.
- 11.5.3 Translation of Non-Standard Documents exceeding 2500 words as defined in paragraph 11.8.2, are paid the rates in table 11.3 for 30 minutes for each 100 words, less 15 per cent for all words over 2500 words. Payment for words exceeding 2500 words will be calculated per 100 word blocks or any part thereof.

11.6 Rates of pay - Post Editing of Machine Translations, Checking and Proof Reading

11.6.1 Post-editing of Machine Translation as defined in clause 11.8.4 and Checking as defined in paragraph 11.8.3 are paid the 45 minutes for the first 200 words or part thereof and 22.5 minutes for subsequent 100 words or part thereof of translation work at the Non-Standard Document rate.

11.6.2 Proof reading as defined in subclause 11.8.5 are paid the equivalent of 30 minutes for the first 200 words or part thereof and 15 minutes for subsequent 100 words or part thereof of translation work at the Non-Standard Document rate.

11.7 Casual Translators employed at the date of commencement of this Award will be paid at a rate commensurate with their NAATI certification as per clause 8 of this Award; or as determined by Multicultural NSW where NAATI certification is not held by the employee.

11.8 Translators are paid for the following types of Translation Assignments -

11.8.1 Standard Document translations for documents which relate to an individual and are personal to that individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's license, passport and are deemed to be equal to one hundred words of translation.

11.8.2 Non-Standard Document translations for all other documents, not included in Standard Documents, including but not limited to educational qualifications, medical certificates, reports, letters and information pamphlets etc.

11.8.3 Checking means an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

11.8.4 Post-editing of Machine Translation means when the translator amends a machine-generated translation to achieve an acceptable final product or document.

11.8.5 Proof Reading and correction of translations, with the aid of standard proof-reading symbols, of typographical errors in proofs, or, using the same method, the revision of passages because the client has made minor changes to the source text.

12. Telephone Interpreting**12.1 Casual Interpreting - Telephone Services**

12.1.1 Telephone interpreting services will be ad-hoc and intermittent throughout the day or night.

12.1.2 Acceptance of an assignment is voluntary, and refusal will not impact any future assignments.

12.1.3 The provisions of the Conditions of Employment Award apply to a Casual Telephone Interpreter engaged in services, except for the following provisions in the Conditions of Employment Award:

- (a) Section 3 - Travelling Arrangements
- (b) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees and 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)
- (c) Clause 14 - Morning and Afternoon Breaks
- (d) Section 4 - Allowances and other matters
- (e) Section 8 - Shift Work and Overtime

12.2 Casual Interpreting - Telephone Service types:

- (a) On-Demand is where the telephone interpreting service is required immediately
- (b) Pre-Booked is where the telephone interpreting service is booked in advance by a client for a specific date and time.

12.3 Hours of Work - Telephone Interpreting Services

12.3.1 Standard Hours of work are Monday to Friday between 7.30 a.m. to 6.00 p.m.

12.3.2 Non-Standard Hours of work are performed outside the Standard Hours of 7.30 a.m. to 6.00 p.m. Monday to Friday.

12.4 Rates of Pay Casual Interpreter - Telephone Services

12.4.1 A Casual Interpreter for Telephone Services shall be paid the appropriate rate detailed in Part B - Rates of Pay - Telephone Interpreting of this Award. These rates include an additional 20 per cent Casual Worker Loading on the base rate.

- (a) Standard Hours - Table 2 - On-Demand Telephone Interpreting and Table 2 - Pre-Booked Telephone Interpreting
- (b) Non-Standard Hours - Table 3 - On-Demand Telephone Interpreting and Table 4 - Pre-Booked Telephone Interpreting

12.5 Public Holidays

12.5.1 If an employee is required to undertake a telephone interpreting assignment on a public holiday, they are entitled to receive standard hourly rate plus an additional 150 per cent for the duration of the assignment.

12.6 Cancellation of Telephone Interpreting Services

12.6.1 Where a Telephone Interpreter has accepted a pre-booked assignment and the assignment is cancelled within 24 hours before the commencement time, the employee shall be paid the standard rate of pay for the first 30 minutes.

12.6.2 If an interpreter is offered a replacement assignment for the same commencement time no cancellation payment is due.

13. Professional Development

Multicultural NSW will provide employees with training to go towards NAATI certification.

14. Employee Assistance Program

Multicultural NSW will provide employees with access to its Employee Assistance Program, a confidential and voluntary service to support the health and wellbeing of staff covered by this Award.

15. Anti-Discrimination

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

15.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 15.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member or casual employee because that person has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 15.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 15.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Staff members and casual employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

16. Grievance/Dispute Resolution Procedures

All grievances, disputes or difficulties relating to the provision of the Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority including the Chief Executive Officer, if required.

- 16.1 Staff members and casual employees are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 16.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member or casual employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.
- 16.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within one working day, or as soon as practicable, of the matter being brought to their attention.
- 16.4 If the matter remains unresolved with the immediate supervisor or manager, the staff member or casual employee may require to meet with the appropriate person at the next level of management in order to resolve the matter. This manager should respond within one working day, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member or casual employee until the matter is referred to the CEO, Multicultural NSW.

- 16.5 In the event that the matter remains unresolved, the CEO, Multicultural NSW, shall provide a written response to the staff member or casual employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 16.6 A staff member or casual employee may at any stage request to be represented by the Association representative.
- 16.7 The staff member or casual employee or Association on his/her behalf, or the CEO, Multicultural NSW, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 16.8 The staff member or casual employee, Association, CEO, Multicultural NSW and the Public Service Commission, shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- 16.9 Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Work Health and Safety, if practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any staff member or casual employee or member of the public.

17. Consultation and Technological Change

- 17.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- 17.2 The Departmental management shall consult with the Association prior to the introduction of any technological change.

18. Deduction of Union Membership Fees

- 18.1 The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 18.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 18.3 Subject to subclauses 18.1 and 18.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any staff member or casual employee who is a member of the union in accordance with the union's rules, provided that the staff member or casual employee has authorised the employer to make such deductions.
- 18.4 Monies so deducted from the staff member's or casual employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' or casual employees' union membership accounts.
- 18.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 18.6 Where a staff member or casual employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member or casual employee to make a fresh authorisation in order for such deduction to continue.

19. No Extra Claims

The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2019) Award shall apply to employees covered by this Award.

20. Area, Incidence and Duration

- 20.1 This Award shall apply to employees employed in the classifications defined in clause 7 and 8 of this Award.
- 20.2 The staff members and casual employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions as provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award* or any awards replacing these awards.
- 20.3 This Award is made under section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Interpreters and Translators, Multicultural NSW) Award* published 6 September 2019 (385 I.G. 149) Serial C8720, and all variations thereof. This award shall take effect on and from 1 July 2021 and shall remain in force until 30 June 2024.

PART B

Rates of Pay - Telephone Interpreting

Rates of Pay for Telephone Interpreting Classifications covered by this Award - Effective from the date of approval by Industrial Relations Commission. These rates will be updated in accordance with any annual adjustments to the *Crown Employees (Salaries - 2019) Award* or any variation or replacement Award.

Table 1 - Rates of Pay Standard Hours On-Demand Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 15 mins	Rate of Pay Per minute thereafter
Certified Interpreter	\$12.50	\$0.60
Certified Provisional Interpreter	\$11.70	\$0.55
Recognised Practising Interpreter	\$11.00	\$0.50

Table 2 - Rates of Pay Standard Hours Pre-Booked Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 30 mins	Rate of pay Per 15 minutes thereafter
Certified Interpreter	\$21.50	\$9.00
Certified Provisional Interpreter	\$19.95	\$8.25
Recognised Practising Interpreter	\$18.50	\$7.50

Table 3 - Rates of Pay Non-Standard Hours On-Demand Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 15 mins	Rate of pay Per minute thereafter
Certified Interpreter	\$18.75	\$0.90
Certified Provisional Interpreter	\$17.55	\$0.83
Recognised Practising Interpreter	\$16.50	\$0.75

Table 4 - Rates of Pay Non-Standard Hours Pre-Booked Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 30 mins	Rate of pay Per 15 minutes thereafter
Certified Interpreter	\$32.25	\$13.50
Certified Provisional Interpreter	\$29.93	\$12.58
Recognised Practising Interpreter	\$27.75	\$11.25

J. V. MURPHY, *Commissioner*

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(1933)

SERIAL C9258

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 118293 of 2021)

Before Commissioner Murphy

4 May 2021

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
	Part 1 - Application and Operation
1.	Title
2.	Commencement and Duration
3.	Coverage
4.	Industrial Parties
5.	Definitions and Interpretation
6.	Relationship with the Local Government (State) Award
	Part 2 - Statement of Intent
7.	Intention
	Part 3 - Dispute Resolution Procedure
8.	Grievance and Dispute Procedure
	Part 4 - Anti-Discrimination
9.	Anti-Discrimination
	Part 5 - Conditions of Employment (General)
10.	Operational Flexibility
11.	Employees Working from Home
12.	Leave for COVID-19 Vaccinations
	Part 6 - Close Down
13.	Duty to Explore Suitable Alternative Duties
14.	No Useful Work
15.	Savings and Transitional
16.	Leave Reserved
	Schedule A - Employers covered by this Award

PART 1 - APPLICATION AND OPERATION

1. Title

- 1.1 This Award shall be known as the Local Government (COVID-19) Splinter (Interim) Award 2021 ("Award").

2. Commencement and Duration

- 2.1 This Award commences operation on and from 8 April 2021 and shall remain in force until 7 April 2022 (12 months).
- 2.2 This Award ceases to operate on 8 April 2022.

3. Coverage

- 3.1 This Award shall apply to all employers named in Schedule A and to all their employees, except for employees whose positions are identified as senior staff positions pursuant to sections 332 and 334 of the *Local Government Act 1993* (NSW).

4. Industrial Parties

- 4.1 The industrial parties to this Award are:
- (a) Local Government NSW ("LGNSW");
 - (b) Aged and Community Services Australia ("ACSA");
 - (c) New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
 - (d) Local Government Engineers' Association of New South Wales ("LGEA"),
 - (e) Development and Environmental Professionals' Association ("depa"),
 - (f) New South Wales Nurses and Midwives' Association ("NSW Nurses"),
 - (g) Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
 - (h) Health Services Union ("HSU").

5. Definitions and Interpretation

- 5.1 In this Award, unless the context requires otherwise:

Award means the Local Government (COVID-19) Splinter (Interim) Award 2021.

COVID-19 means the coronavirus named "COVID-19" by the World Health Organisation (previously known as "2019 novel coronavirus") and the disease it causes.

Job Retention Allowance means the Job Retention Allowance referred to in clause 13 of this Award and which is based on the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020. The allowance may be a weekly amount or an hourly amount depending on the context. The hourly amount is either 1/35th or 1/38th of the weekly amount depending on the ordinary hours of work for the relevant work function at clause 18A of the Local Government (State) Award 2020 for the employee's substantive position.

LG (State) Award means:

- (i) the Broken Hill City Council Consent Award 2018 as varied from time to time, and any award that succeeds the Broken Hill City Council Consent Award 2018;
- (ii) the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award as varied from time to time, and any award that succeeds the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award;
- (iii) the Goldenfields Water County Council Enterprise Award 2020 as varied from time to time, and any award that succeeds the Goldenfields Water County Council Enterprise Award 2020;
- (iv) the Local Government (State) Award 2020, as varied from time to time and any award that succeeds the Local Government (State) Award 2020;
- (v) the Local Government (Electricians) Award, as varied from time to time, and any award that succeeds the Local Government (Electricians) Award;
- (vi) the Local Government, Aged, Disability and Home Care (State) Award, as varied from time to time and any award that succeeds the Local Government, Aged, Disability and Home Care (State) Award;
- (vii) the Nursing Home &c Nurses (State) Award, as varied from time to time and any award that succeeds the Nursing Home &c Nurses (State) Award;
- (viii) the Riverina Water Council Enterprise Award 2019 as varied from time to time, and any award that succeeds the Riverina Water Council Enterprise Award 2019;
- (ix) the South Sydney City Council Salaried Officers Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Salaries Officers Award 2017;
- (x) the South Sydney City Council Wages Staff Award 2017 as varied from time to time, and any award that succeeds the South Sydney City Council Wages Staff Award 2017;
- (xi) the City of Sydney Wages/Salary Award 2017 as varied from time to time, and any award that succeeds The City of Sydney Wages/Salary Award 2017;
- (xii) any enterprise agreement or council agreement made in relation to the abovementioned awards; and/or
- (xiii) the Wollongong City Council Enterprise Agreement 2018 - 2021, and any agreement that succeeds the Wollongong City Council Enterprise Agreement 2018 - 2021.

Local Government (State) Award 2020 means the Local Government (State) Award 2020, as varied from time to time, and any award that succeeds the Local Government (State) Award 2020.

Ordinary pay has the same meaning as under the LG (State) Award.

Salary system rate of pay means the rate of pay an employee is entitled to receive under their employer's salary system in recognition of the skills the employee is required to apply on the job.

Senior staff has the same meaning as under the *Local Government Act 1993* (NSW) and includes the general manager of the Council and the holder of all other positions identified in the employer's organisation structure as senior staff positions.

Suitable alternative duties include:

- duties that are within the limits of an employee's skill, competence and training; and/or

- duties, whether the same or different, that have a different span of ordinary hours, different spread of ordinary hours, or different commencement and/or finishing times that are reasonable and which take into consideration carers or family responsibilities, provided that employees make genuine efforts to make themselves available; and/or
- duties that involve working a different number of hours per day or week; and/or
- training, including training in areas unrelated to an employee's substantive role.

Union means any one or more of the following organisations:

- New South Wales Local Government, Clerical, Administrative, Energy, Airlines and Utilities Union ("USU");
- Local Government Engineers' Association of New South Wales ("LGEA"),
- Development and Environmental Professionals' Association ("depa"),
- Nurses and Midwives' Association of New South Wales ("NSW Nurses"),
- Electrical Trades Union of Australia, New South Wales Branch ("ETU"); and
- Health Services Union ("HSU").

6. Relationship with the Local Government (State) Award

- 6.1 This Award is to be read and interpreted in conjunction with the LG (State) Award.
- 6.2 Where there is any inconsistency between this Award and the LG (State) Award, this Award shall prevail to the extent of the inconsistency.
- 6.3 Where this Award is silent, the LG (State) Award shall apply (where applicable).

PART 2 - STATEMENT OF INTENT

7. Intention

- 7.1 This Award puts in place special interim arrangements in response to the COVID-19 pandemic.
- 7.2 Where this Award provides an employer with additional rights which, if exercised by the employer, would result in employees being worse off under this Award than they would be under the LG (State) Award or another applicable industrial instrument(s), those rights may only be exercised as a result of an Order from the State or Commonwealth Government related to COVID-19 responses and for no other reason.
- 7.3 Nothing in this Award prevents changes to working arrangements provided elsewhere under the LG (State) Award (in accordance with the relevant award provisions), including but not limited to the following clauses which are currently identified in the Local Government (State) Award 2020 at subclause 16(x) [Travelling Allowance]; clause 19D [Facilitative Provisions]; clause 23 [Flexibility for Work and Family Responsibilities]; clause 24 [Phased Retirement]; and clause 28 [Job Share Employment].
- 7.4 This Award shall not set any precedent in relation to award entitlements after its expiry.

PART 3 - DISPUTE RESOLUTION PROCEDURE

8. Grievance and Dispute Procedure

- 8.1 Clause 36 [Grievance and Dispute Procedures] of the Local Government (State) Award 2020 shall apply.

PART 4 - ANTI-DISCRIMINATION

9. Anti-Discrimination

- 9.1 Clause 3 [Anti-Discrimination] of the Local Government (State) Award 2020 shall apply.

PART 5 - CONDITIONS OF EMPLOYMENT (GENERAL)

10. Operational Flexibility

- 10.1 The employer may, due to COVID-19, direct an employee to carry out suitable alternative duties, provided that such a direction shall not be unreasonable having regard to the employee's personal circumstances including any family and carer responsibilities.
- 10.2 Where, due to COVID-19, an employee is directed to perform suitable alternative duties, the employee, when performing the suitable alternative duties:
- (a) shall be paid the salary system rate of pay that recognises the skills the employee is required to apply to those duties, provided that the employee shall not suffer a reduction in the salary system rate of pay for their substantive position;
 - (b) shall be entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are applicable to the suitable alternative duties; and
 - (c) is not entitled to allowances, weekend penalties and shift penalties under the LG (State) Award which are not applicable to the suitable alternative duties.
- 10.3 An employer and an employee may agree to the employee taking their accrued annual leave at half pay through a combination of paid annual leave and leave without pay. Agreement to a combination of paid annual leave and leave without pay shall not be unreasonably refused.
- 10.4 An employee (other than a casual) with less than five (5) years' service may, with the consent of the employer, take long service leave in advance.

11. Employees Working from Home

Spread of Ordinary Hours

- 11.1 Where working from home under this Award, an employee shall not be entitled to shift or weekend penalties, unless directed to work outside their ordinary spread or span of hours.
- 11.2 Ordinary hours of work shall not exceed twelve (12) hours in any one day exclusive of unpaid meal breaks.

Home Internet and Home Computer Related Expenses

- 11.3 Employees working from home (due to COVID-19) shall not be entitled to a reimbursement of home internet and/or home computer related expenses, provided that an employer shall not unreasonably refuse to reimburse an employee for such expenses where exceptional circumstances exist and the employee obtains the employer's prior approval before incurring the expense.

- 11.4 Claims for other out-of-pocket expenses (e.g. stationary) shall be processed in accordance with subclause 16(viii) [Expenses] of the LG (State) Award and applicable policies of the employer.
- 11.5 The employer may require proof to justify payments under this clause.

12. Leave for Covid-19 Vaccinations

- 12.1 Employees shall be entitled to leave, without loss of pay, for the time reasonably required to receive a Therapeutic Goods Administration approved vaccination for COVID-19.
- 12.2 The employer may require proof to justify payments under this clause.

PART 6 - CLOSE DOWN

13. Duty to Explore Suitable Alternative Duties

- 13.1 Where, due to COVID-19, employees are unable to perform their normal duties at their normal place of work, the employer shall:
- (a) explore opportunities for the affected employees to work from home or from another location; and/or
 - (b) provide the employees with suitable alternative duties where available; and
 - (c) regularly review these arrangements.
- 13.2 Where an employee can perform their work duties from home or from another location and/or suitable alternative duties are available, and the employee unreasonably refuses to perform such duties, the employee shall not be entitled to the paid COVID-19 special leave and Job Retention Allowance provided at clause 14 of this Award. For this subclause to apply, the employee must have received prior written notice of the consequences of unreasonably refusing to perform their work duties from home or from another location and/or from performing suitable alternative duties.

14. No Useful Work

- 14.1 This clause applies to permanent full-time employees and permanent part-time employees only.
- 14.2 Where, due to COVID-19, the employer has no useful work for employees, the employer may temporarily stand down (or partially stand down) the employees, subject to the following:

Stage 1 - Paid COVID-19 Special Leave, up to four (4) weeks

- 14.3 Subject to subclause 14.4, an employee who is stood down (or partially stood down) under subclause 14.2 shall be entitled to paid COVID-19 special leave at their salary system rate of pay for four (4) weeks or until the employer is able to provide the employee with useful work, whichever occurs first.
- 14.4 Effective from the operative date applying to the employer as indicated in Schedule A of the Award, the amount of paid COVID-19 special leave that an employee is entitled to receive under subclause 14.3 may be absorbed by up to two (2) weeks of paid special leave already received by the employee from the employer in relation to COVID-19 since 8 April 2021.

Example:

Susan is a swimming school instructor.

Arising from Public Health (COVID-19 Restrictions on Gathering and Movement) Order 2020, the pool where Susan works was required to close. As a result, Susan's employer was unable to provide her with useful work and provided her with two (2) weeks paid special leave in May 2021 (after 8 April 2021).

No suitable alternative duties are available, and the employer has now decided to temporarily stand Susan down.

As Susan has already received two (2) weeks paid special leave in relation to COVID-19 since 8 April 2021, she is entitled to two (2) weeks paid COVID-19 special leave (instead of four (4) weeks paid COVID-19 special leave).

- 14.5 Paid COVID-19 special leave under subclauses 14.3 and 14.4 may be taken:
- (a) in one continuous period; or
 - (b) two or more separate periods.
- 14.6 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) paid COVID-19 special leave shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 14.7 Employees may be recalled back to work by the employer during paid COVID-19 special leave by the giving 24 hours' notice or such shorter period of notice as may be agreed.
- 14.8 Part-time employees shall be entitled to paid COVID-19 special leave on a pro-rata basis according to the regular number of hours worked.
- 14.9 Paid COVID-19 special leave shall be regarded as service for the purposes of computing entitlements under the LG (State) Award. Paid COVID-19 special leave shall also be regarded as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 2 - Job Retention Allowance, up to 13 weeks (3 months)

- 14.10 An employee who remains stood down (or partially stood down) under subclause 14.2 and who has exhausted their entitlement to paid COVID-19 special leave under subclauses 14.3 or 14.4 and who has accrued annual leave balance not exceeding four (4) weeks, shall be paid a Job Retention Allowance at the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020 for thirteen (13) weeks or until the employer is able to provide the employee with useful work, whichever occurs first. Provided that where a Junior, Trainee or Apprentice employee's regular ordinary rate of pay is less than the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020, the amount to be paid as the Job Retention Allowance shall be the employee's ordinary rate of pay instead of the Band 1/Level 2 rate of pay under the Local Government (State) Award 2020.
- 14.11 The Job Retention Allowance under subclause 14.10 may be taken:
- (a) in one continuous period; or
 - (b) two or more periods that together are not more than thirteen (13) weeks in the aggregate.
- 14.12 Employees may supplement payment of the Job Retention Allowance under this Award by applying to take accrued annual leave or long service leave (including long service leave under 10.4 with the consent of the employer) at the same time.

Example:

Anthony earns approximately \$2,000/week (\$400/day).

Anthony is entitled to the Job Retention Allowance (\$871.10/week as at 8 April 2021) and has Accrued annual and long service leave available for use.

In addition to receiving the Job Retention Allowance (\$871.10/week as at 8 April 2021), Anthony Can apply to take 3 days accrued leave per week, which would bring his weekly earnings to approximately \$2,071.10/week.

- 14.13 Where an employee is only partially stood down (i.e. working reduced hours or reduced days) the Job Retention Allowance shall be calculated on a pro-rata basis and is only payable on the hours that the employee is stood down from work.
- 14.14
- (a) Employees may be recalled back to work by the employer during the period that they are receiving the Job Retention Allowance by the giving of 24 hours' notice or such shorter period of notice as may be agreed.
 - (b) An employee that is temporarily recalled back to work under this subclause to perform their normal duties shall be paid in accordance with the LG (State) Award for the time so recalled.
 - (c) An employee that is temporarily recalled back to work under this subclause to perform suitable alternative duties shall be paid in accordance with subclause 10.2 of this Award for the time so recalled.
- 14.15 Part-time employees shall receive the Job Retention Allowance on a pro-rata basis according to the regular number of hours worked.
- 14.16 An employee who is directed to take excess accrued annual leave and/or long service leave pursuant to the LG (State) Award shall not be entitled to the Job Retention Allowance whilst on such directed leave.
- 14.17 Subject to subclause 14.18, where an employee is receiving the Job Retention Allowance and is not working, such period shall not be regarded as service for the purposes of computing entitlements under the LG (State) Award.
- 14.18 Periods of paid annual leave and long service leave count as service for the purposes of computing leave entitlements under the LG (State) Award and as ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.
- 14.19 The Job Retention Allowance is not ordinary time earnings (OTE) for the purposes of superannuation guarantee contributions.

Stage 3 - Leave without pay

- 14.20 An employee who remains stood down under subclause 14.2 and who has exhausted their entitlements to paid COVID-19 special leave under subclauses 14.3 or 14.4 and the Job Retention Allowance under subclause 14.10 shall be placed on leave without pay until the employer is able to provide the employee with useful work, provided that if the employee has accrued annual leave or long service leave available they may take that leave (including long service leave under subclause 10.4, with the consent of the employer).
- 14.21 If an employee is stood down and placed on leave without pay by an employer as a direct or indirect result of the COVID-19 pandemic:
- (a) the service of the employee with the employer is, despite that break, taken to be continuous service, and
 - (b) the employee continues to accrue annual leave and long service leave while stood down without pay.

15. Savings and Transitional

- 15.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 15.2 Nothing in this Award prevents the employer from providing additional benefits to employees to help mitigate the adverse effects of COVID-19 on employees.

- 15.3 If, after the commencement of this Award, an employer receives new or additional State and/or Commonwealth Government funding in relation to COVID-19, the employer shall take such funding into consideration when deciding whether to extend the benefits provided by this Award or to provide additional benefits to mitigate the adverse effects of COVID-19 on employees.

16. Leave Reserved

- 16.1 Nothing in this Award limits the employer's right to direct employees to take accrued annual leave and/or long service leave in accordance with the provisions of the LG (State) Award.
- 16.2 Leave is reserved for the Parties to the Award to apply to vary this Award and/or access the Industrial Relations Commission of New South Wales should a State or Commonwealth Government assistance/funding package related to COVID 19 be provided to Employers and/or Employees.

SCHEDULE A - EMPLOYERS COVERED BY THIS AWARD

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 14.4 of the Award operates on and from 8 April 2021.
- A.3 For employers listed in Column B of Table 1, subclause 14.4 of the Award operates on and from 28 April 2021.
- A.4 For employers listed in Column C of Table 1, subclause 14.4 of the Award operates on and from [DATE TO BE DETERMINED BY THE COMMISSION, IF REQUIRED].
- A.5 For employers listed in Column D of Table 1, subclause 14.4 of the Award operates on and from [DATE TO BE DETERMINED BY THE COMMISSION, IF REQUIRED].

Table 1 - Employers covered by the Award, and operative date of subclause 14.4

Column A (Subclause 14.4 operates on and from 8 April 2021)	Column B (Subclause 14.4 operates on and from 28 April 2021)	Column C (Subclause 14.4 operates on and from ...)	Column D (Subclause 14.4 operates on and from ...)
Armidale Regional Council	Albury City Council		
Ballina Shire Council	Bellingen Shire Council		
Bathurst Regional Council	Bland Shire Council		
Bega Valley Shire Council	Central Darling Shire Council		
Berrigan Shire Council	City of Ryde Council		
Blacktown City Council	Gilgandra Shire Council		
Blue Mountains City Council	Lachlan Shire Council		
Bogan Shire Council	Leeton Shire Council		
Bourke Shire Council	Lismore City Council		
Brewarrina Shire Council	Murrumbidgee Council		
Byron Shire Council	Orange City Council		
Cabonne Council	Parkes Shire Council		
Camden Council	Penrith City Council		
Campbelltown City Council	Port Macquarie Hastings Council		

Canterbury Bankstown Council	Snowy Monaro Regional Council		
Central Coast Council	Sutherland Shire Council		
Cessnock City Council	Tenterfield Shire Council		
City of Lithgow Council	Wingecarribee Shire Council		
Clarence Valley Council			
Cobar Shire Council			
Coffs Harbour City Council			
Coonamble Shire Council			
Cowra Shire Council			
Dubbo Regional Council			
Dungog Shire Council			
Edward River Council			
Federation Council			
Greater Hume Shire Council			
Griffith City Council			
Gunnedah Shire Council			
Hawkesbury City Council			
Hay Shire Council			
Hilltops Council			
Hornsby Shire Council			
Kempsey Shire Council			
Ku-ring-gai Council			
Lane Cove Municipal Council			
Liverpool City Council			
Lockhart Shire Council			
Mid-Coast Council Cumberland Council			
Mid-Western Regional Council			
Moree Plains Shire Council			
Muswellbrook Shire Council			
Narrabri Shire Council			
Narrandera Shire Council			
Narromine Shire Council			
Newcastle City Council			
North Sydney Council			
Oberon Council			
Port Stephens Council			
Queanbeyan-Palerang Regional Council			
Randwick City Council			
Riverina Water County Council			

Rous County Council			
Shellharbour City Council			
Shoalhaven City Council			
Singleton Council			
Snowy Valleys Council			
Tamworth Regional Council			
Temora Shire Council			
The Council of the Municipality of Hunters Hill			
The Council of the Municipality of Kiama			
The Hills Shire Council			
Tweed Shire Council			
Uralla Shire Council			
Wagga Wagga City Council			
Walcha Council			
Walgett Shire Council			
Warren Shire Council			
Warrumbungle Shire Council			
Wentworth Shire Council			
Willoughby City Council			
Wollondilly Shire Council			
Woollahra Municipal Council			
Yass Valley Council			

J. P. MURPHY, *Commissioner*

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STATE TRANSIT AUTHORITY BUS OPERATIONS ENTERPRISE (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 144429 of 2021)

Before Chief Commissioner Constant

1 June 2021

AWARD

1. Title

This Award shall be known as the "State Transit Authority Bus Operations Enterprise (State) Award 2021" ("the Award").

2. Arrangement

Clause No. Subject Matter

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5. Area, Incidence and Duration
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PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the Employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 "Bus Operator" shall mean an Employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 "Employer" means the Secretary of the Department of Transport as head of the Transport Service.

- 3.5 "Employee" means a full-time, part-time, temporary or casual Employee employed as a member of the Transport Service in the State Transit Authority ("STA") Group in a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 19 of this Award.
- 3.6 "MBSC" means Metropolitan Bus Services Contract/s.
- 3.7 "Ordinary rates" shall mean the rates, which the Employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 "Parties" mean the Employer, the RTBU and the TWU.
- 3.9 "RMS" means Roads and Maritime Services of New South Wales.
- 3.10 "RTBU" means the Rail, Tram and Bus Union of New South Wales.
- 3.11 "Shift worker" means an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift penalty payment, or an Employee who works regularly to a roster which provides for work being performed on the basis of six days a week (Monday to Saturday - Bus Operations) or seven days a week (Sunday to Saturday - Employees covered in 27.4 of this Award).
- 3.12 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation 2012 as being part of the STA Group who are not part of the Transport Senior Service.
- 3.13 "State Transit" means the Employer.
- (Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).
- 3.14 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.
- 3.15 "TWU" means Transport Workers' Union of Australia, New South Wales.
- 3.16 "Union" or "Unions" shall mean the RTBU and TWU.

4. Anti-Discrimination

- 4.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 4.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 4.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 4.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 4.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 4.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 4.5.1 Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
 - 4.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the Employer, the Rail, Tram and Bus Union of New South Wales, the Transport Workers' Union of Australia, New South Wales and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in entirety, all previous Awards and Certified Agreements previously binding on the Parties. This Award rescinds and replaces the State Transit Authority Bus Operations Enterprise (State) Award 2018.
- 5.2 This Award shall take effect on and from a date approved by the Industrial Relations Commission of New South Wales and shall remain in force until 31 December 2022.

6. No Extra Claims

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

SECTION 2 - EMPLOYMENT RELATIONSHIP

7. Skills Competency

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

8. Recruitment and Employment

8.1 Types of Employment:

Employees will be employed in one of the following categories:

- (a) Permanent full-time
- (b) Permanent part-time
- (c) Casual
- (d) Temporary

Temporary Employees may be engaged on a Full-Time (employed to work 38 ordinary hours per week) or Part-Time (employed to work less than 38 ordinary hours per week)

At the time of engagement, the Employer will inform each Employee of the terms of their employment and whether they are full-time, part-time or casual and their hours of work.

- 8.2 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who do not have a Medium Rigid (MR) driver's licence will have to demonstrate that they have reached a proficiency rating of at least 80% of the RMS assessment for a MR licence before they may be offered a Traineeship or Bus Operator position with State Transit.
- 8.3 The parties acknowledge that as part of the recruitment practice of State Transit, new recruits who already hold a MR licence will have to demonstrate that they are competent to drive STA buses, as determined by STA, and RMS accredited staff, before they are offered a Bus Operator Traineeship or Bus Operator position with State Transit.
- 8.4 Any employee not being specifically engaged as being a part-time, casual or temporary employee is for all purposes of this Award a full-time employee, unless otherwise specified by this Award.

9. Establishment of Additional Part Time and Casual Work

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

10. Job Share

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

11. Casual Bus Operator

- 11.1 A casual Bus Operator is to be employed by the day.

- 11.2 A casual Bus Operator working ordinary time will be paid an hourly rate contained in Table 5, calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent. The loading constitutes part of the casual Bus Operator's all-purpose rate.
- 11.3 A casual Bus Operator will be employed for no more than six shifts per week.
- 11.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per day.
- 11.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 11.6 A casual Bus Operator who attends duty as requested, and who is told upon such attendance that he/she is not required on that day shall be paid a minimum of three hours.
- 11.7 A casual Bus Operator will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of part-time Bus Operators.

12. Permanent Part-Time Bus Operator

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

- 12.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greater.
- 12.11 Where the employer intends to re-allocate or designate particular work to regular part-time employment, the employer shall give the employee a month's notice.
- 12.12 Four weeks notice is to be given to the local union representative, where it is the intention of the manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time, issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at branch divisional level.
- 12.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

13. Temporary Bus Operator

- 13.1 A temporary Bus Operator is a Bus Operator, not being a permanent full-time, permanent part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace Employees who are absent for a period of greater than one month.
- 13.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 13.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 13.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- 13.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 13.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 13.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 13.8 Where the Employer intends to employ a temporary Bus Operator the Employer shall duly notify the Unions.

14. Supervision of Special Events

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

SECTION 3 - WAGES AND RELATED MATTERS

15. Wages and Wage Increases

- 15.1 Subject to this clause, wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:

- (i) From the First Full Pay Period commencing on or after 1 January 2021: 0.3%, which is equivalent to the outcome of the Public Sector Wage Case 2020; and
 - (ii)
 - (a) From the First Full Pay Period commencing on or after 1 January 2022: 1.5 per cent, inclusive of the Superannuation Guarantee Charge ("SGC") increase.
 - (b) With SGC scheduled to increase from 10 per cent to 10.5 per cent from 1 July 2022, the increase to wages and allowances is 1.04 per cent from the First Full Pay Period commencing on or after 1 January 2022.
 - (c) In the event that there is no increase to the SGC in July 2022, the increase to wages and allowances shall be 1.5 per cent from the First Full Pay Period commencing on or after 1 January 2022.
 - (d) If the SGC is varied by a quantum other than 0.5 per cent in July 2022, the parties are to review the increase to wages and allowances to ensure a total increase of 1.5 per cent (inclusive of wages and allowances and any SGC increase) applies from the First Full Pay Period commencing on or after 1 January 2022.
- 15.2 The wage increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in the rates of pay received by Employees covered under this Award.
- 15.3 Wages shall be paid fortnightly by Electronic Fund Transfer into their nominated bank account(s).
- 15.4 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from Employees. This service is provided free of cost to the Employee and State Transit agrees to continue to provide this service for the duration of this Award.

16. Rates of Pay for Bus Trainees

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

17. Income Protection

- 17.1 There will be no roster changes made solely for the purpose of reducing the take home pay of Employees covered by this Award.
- 17.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, day, midday, broken and PM shifts, except for part-time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 17.3 Subclause 17.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example, closure of rail line, office vacation etc.
- 17.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the Unions with a summary (the Annual Summary) of all rosters for Employees covered under this Award, for all locations.

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

18. Salary Sacrifice for Superannuation

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

- 18.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:

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

- 18.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

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

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

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

- (i) the *Superannuation Act 1916*;
- (ii) the *State Authorities Superannuation Act 1987*;
- (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (iv) the *First State Superannuation Act 1992*,

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

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

clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

19. Salary Arrangements for Former Classifications

- 19.1 This clause deals with salary maintenance arrangements for the following Employee classifications, which have been abolished:
- (i) Customer Service Co-ordinator Level 1 (CSC 1);
 - (ii) Conductor;
 - (iii) Airport Co-ordinator;
 - (iv) Customer Service Liaison (Kiosk);
 - (v) Customer Service Liaison (Explorer);
 - (vi) Explorer Bus Operator.
- 19.2 The Employee classifications listed in sub clause 19.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 19.3 The former classifications of Airport Bus Operator, Explorer Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 19.4 The parties acknowledge that Yard Supervisor and Senior Operator (Yard) positions have replaced Shed Driver and Bus Parker positions.

20. Career Paths

- 20.1 Where an Employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the Employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.
- 20.2 Employees who take an Apprenticeship or Traineeship and are subject to subclause 20.1 herein are otherwise covered by the relevant Award for the work performed.
- 20.3 State Transit will provide guidance to Employees covered by this Award:
- (i) in the preparation of resumes, job applications and the interview process; and
 - (ii) regarding career opportunities and professional development.

21. Acting Out of Classification

- 21.1 An Employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 21.2 The conditions applying to the classification in which an Employee acts shall be their conditions whilst so acting.
- 21.3 An Employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

22. Excess Travelling Time

- 22.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift will be allowed to cover time occupied in waiting for schedule connections.
- 22.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 22.1 of this clause.
- 22.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the Employee is employed for the day.

23. Attending for Duty

- 23.1 "Commences Duty" means an Employee has attended for duty as instructed, collected their journal and signed on at the Depot and where required, the Bus Operator Console (BOC) in accordance with the rostered commencement time.
- 23.2 An Employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the Employee personally that they were not required for duty.
- 23.3 An Employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours' pay.
- 23.4 An Employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the Employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 23.5 A casual Employee who attends for duty as requested and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 23.6 A permanent part-time Employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time Employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 23.7 A temporary part-time Employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part-time Employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

24. Attending Court

- 24.1 An Employee who has been notified to attend any court, as a witness for, or at the request of the Employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) unless the Employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the Employee reports as directed at the court or such other place as they may be instructed.

- (ii) all time occupied from signing on until signing off at the Employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
- (iii) when the Employee would have been employed in a higher grade, but for attending court, the Employee is to be paid for under 24.1(i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under 24.1(i)
- (iv) where the Employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.
- (v) where Employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
- (vi) where the Employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance is to be paid in accordance with the current rates prescribed by NSW Premier's Department.

25. Making Reports

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

26. Attending Office

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

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

27. Hours of Work

- 27.1 Subject to the provisions of this clause, a full-time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 27.2 Where, through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.

27.3 Employees on a Six Day Roster:

27.3.1 The provisions of this subclause apply to all full-time Employees covered under this Award, except those covered under subclause 27.4.

27.3.2 Except as provided in 27.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.

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

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

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

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

27.5 Length of shift.

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

27.6 Length of shift - broken shifts.

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

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

27.8 Interval between shifts.

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

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

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

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

27.10 "Penalty payments" - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.

28. Saturday and Sunday Time

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

28.2 Time worked on Sundays will stand alone and shall be paid for at the rate of double time.

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

29. Contingent Arrangements for Major Incidents Affecting Services

- 29.1 Major Incident means an incident causing major disruptions to transport networks requiring multiple agency response including, for example:
- (a) natural disasters;
 - (b) bush fire emergencies;
 - (c) major rail and road disruption;
 - (d) civil disturbances.
- 29.2 In the event of a Major Incident, Bus Operators may be required to perform a scheduled run late, or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes provided that such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

30. Overtime

- 30.1 Subject to sub-clause 30.2 an Employer may require an Employee to work reasonable overtime at overtime rates.
- 30.2 An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:
- (i) any risk to Employee health and safety;
 - (ii) the Employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise; and
 - (iv) any other relevant matter.
- 30.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift;
 - (ii) in excess of 38 hours in any week; or
 - (iii) in excess of 40 hours in any week when five shifts are worked, or in excess of 32 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four-week work cycle,

shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter.

Payment for overtime shall be calculated upon whatever alternative gives the greater amount.

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

31. Working of Voluntary Overtime

- 31.1 Subject to any statutory or regulatory limits on driving hours and clause 75 (Fatigue Management), a Bus Operator may work voluntary overtime.
- 31.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.
- 31.3 State Transit will establish a record book at each depot, in the Duty Office, for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.
- 31.4 Should additional work be allocated, it is to be allocated to full-time staff in the first instance. If no full-time employee is available, then a part-time employee, and if no part-time employee is available, then casual Employees may be allocated the additional duties.

32. Cancellation of Rostered Day Off

- 32.1 Subject to subclause 30.2, the Employer may require an Employee to work reasonable overtime on a rostered day off.
- 32.2 Wherever practicable, at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the Employer may call upon Employees to work without such notice.
- 32.3 Provided that 48 hours notice is given by the Employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an Employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 32.4.
- 32.4 When an Employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.
- 32.5 Upon an Employee becoming aware that they are required to work on their rostered day off, the Employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 32.1 shall not apply.
- 32.6 An Employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the Employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.
- 32.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 32.4 will not apply.

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

- 33.1 An Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- 33.2 Alternatively, by agreement with the Employer, the Employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.
- 33.3 The Employer shall, if requested by an Employee, provide payment at the rate provided for the payment of overtime as prescribed in 30.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 33.4 The Employer shall record time off in lieu arrangements for each time this provision is used.

33.5 Make up time.

33.5.1 An Employee may elect, with the consent of the Employer, to work make up time under which the Employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.

33.5.2 An Employee on shift work may elect, with the consent of their Employer, to work make up time under which the Employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

34. Shift Penalties

34.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:

- (i) Between a spread of 9.5 and 10.5 hours - time and a half
- (ii) After 10.5 hours - double time.

34.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.

34.3 For all time on duty between the hours of 5.00 pm and 7.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates. Provided that, subject to the exceptions specified above, any shift which finishes at or after 8.00pm shall be paid 15% more than ordinary rates for the whole of such shift. Calculations shall be made to the nearest quarter of an hour.

34.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an Employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the Employee's home depot, such trip shall not be subject to the penalty rate prescribed in this subclause unless the Employee is required to perform additional duties after the time at which the Employee would arrive at their depot from the other terminus.

34.5 Rostered work for the purpose of this subclause means work shown on the roster at least 48 hours prior to the Employee attending to commence duty.

35. Meal Breaks

35.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.

35.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.

35.3 Meal breaks shall be given where practicable in the order in which Employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.

35.4 Where the distance from the place of relief for meals to the Employee's depot or meal room provided by the Employer exceeds 90 metres, the Employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.

35.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.

35.6 Employees working broken shifts shall not be provided with time for a meal break.

35.7 A crib shall be taken in the Employer's time and the minimum time to be rostered for a crib shall be 20 minutes.

- 35.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

36. Uniform Allowance

- 36.1 All Bus Operator Employees are required to wear the current approved bus operations uniform at all times whilst on duty.
- 36.2 All new Bus Operators, shall receive an initial issue of bus operation uniform at the employer's cost, as set out in Table 3, Part B, of this Award.
- 36.3 Subsequent to the initial issue, Bus Operators will receive a uniform allowance, which is paid annually into the Employees' account for the procurement of replacement uniform from an approved supplier(s). The Employer may determine the date for the payment of the uniform allowance provided that the cycle of payment shall be every twelve months.
- 36.4 When the annual uniform allowance is due, Employees who commenced employment six months or more from that date shall receive the full annual uniform allowance; Employees who commenced employment less than six months from that date shall not receive the uniform allowance for that year.
- 36.5 Where the uniform is supplied or replaced at the Employer's cost, except as provided in 36.6, the uniform allowance will not be payable for that year, provided that the Employer consults with the Union prior to this taking place.
- 36.6 In extraordinary circumstances where the uniform worn by Bus Operators is damaged in the course of duty, the Employee may apply for a replacement of the damaged item(s).

37. Industry Allowance

- 37.1 Employees, other than Casual Employees, covered by this Award, shall be paid an Industry Allowance as set out in Part B, Item 1 of Table 2, of this Award, for compliance with the Disputes Settlement Procedure at clause 88 of this Award.
- 37.2 In accordance with the terms of the 1981 unregistered industrial agreement between the then Urban Transit Authority (a predecessor corporation to the Employer), the then Australian Tramways, Motor Omnibus Association (now the RTBU) and the then NSW Labour Council (now Unions NSW), the Employer reserves the right to review the payment of the Industry Allowance where the Disputes Settlement Procedure is not adhered to.
- 37.3 Permanent and temporary part-time Employees covered by this Award, shall be paid the Industry Allowance on a pro rata basis, based on the proportion of full-time hours worked.
- 37.4 The Industry Allowance is paid for all purposes.

38. High Capacity Allowance

- 38.1 An employee who operates a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles (High Capacity), shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Award.
- 38.2 An Employee who operates a high capacity (a vehicle with a licenced capacity of 80 or more passengers, excluding single deck rigid vehicles) bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Award, for the period of the paid leave.

SECTION 6 - ROSTERS AND RELATED MATTERS**39. Service Reliability**

- 39.1 Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with Transport for New South Wales. Management and the local Union delegates will continue to monitor early and late running time.
- 39.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 39.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 39.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with subclauses 39.2 and 39.3 herein.
- 39.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 39.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures contained in this Award, and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration.

40. Standing Time for Sydney

- 40.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.
- 40.2 Standing time is not granted for a service trip preceding a meal or sign off, including where special running is required to a location to commence such a meal break or effect such sign off.
- 40.3 Non-Critical Peak Periods.
- 40.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 40.3.2 Non-critical peak periods are all times outside the intent of clause 40.4 and Saturdays and Sundays.
- 40.4 Critical Peak Period Times - Monday to Friday.
- 40.4.1 A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and Union delegate.
- 40.5 Late Running.
- 40.5.1 Where late running occurs, the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 39.2 and 39.3 of this Award.

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

40.6 Unaffected Routes.

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

41. Rosters

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

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

(i) In an effort to allocate staff on these relief lines, work of a similar kind, the annual leave allocation for Bus Operators will, as far as practicable and subject to operational requirements, be based on the shift types in 41.2.

(ii) It is acknowledged by the parties that due to roster variances including bus operators transferring between shift types throughout the year, and operational requirements, it will not always be possible to guarantee bus operators on the relief lines with shifts of a similar type.

(iii) Bus Operators appointed to the DAR roster must have at least 12 months experience with State Transit to be appointed to this roster. The number of lines that are apportioned to this roster will be determined by State Transit.

(iv) Bus Operators appointed to the DAR rosters shall receive the Senior Bus Operator rate of pay while they are on the DAR rosters.

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

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

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

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

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

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

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

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

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

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

42. Daily Maintenance of Rosters

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

43. Roster Committees

- 43.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 43.2 A timetable review will, for the purpose of this clause, be defined as one where there is more than a 12.5% change of total timetabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes

arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultation with the Unions will occur as soon as information is presented.

- 43.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location.
- 43.4 Before week one, as defined in 44.4(i) below, Roster Committees are to gather information about bus routes that may have:
- (a) insufficient operating time allocated;
 - (b) too much operating time allocated;
 - (c) too many or too few buses to meet the patronage demand; or
 - (d) gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.
- 43.5 Following the process outlined in 43.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 43.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

44. Roster Changes

- 44.1 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 44.2 Subject to clause 17, Income Protection, it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and Transport for NSW requirements and any relevant Act or Regulation.
- 44.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the Employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 44.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) in week 1 - new duty and period roster is posted. During this week, individual roster committee members will be released for one shift to assist management in addressing roster concerns;
 - (ii) in week 2 - Scheduler is to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters; and
 - (iii) in week 3 - rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 44.5 Rosters will be worked where they comply with this Award and Transport for NSW requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

45. Training Rosters

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

- 45.2 Training Rosters currently exist across all Regions. At smaller depots, e.g. Mona Vale, North Sydney, it is recognised by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances, Training Rosters may be regionally based.
- 45.3 In constructing Training Rosters, priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarisation period and subsequent placement on the holiday relief roster and, upon application, to depot rosters;
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the MBSCs.
- 45.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 45.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on a line of work outside the Training Roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Trainers.

46. New Year's Eve Rostering Arrangements

- 46.1 Due to New Year's Eve celebrations, State Transit increases the number of staff required to work through the night and early hours of New Year's Day. The Parties agree to working driving shifts up to twelve hours on a volunteer basis. All shifts that sign on, on New Year's Eve and sign off after 2.30 am on New Year's day will have paid meal breaks (cribs). All shifts that commence duty on New Year's Eve and work into New Year's Day will be paid at double time for the New Year's day portion of the shift, unless the Government of the time enters into a separate agreement for New Year's Eve.

47. Exclusive Shifts

- 47.1 It is agreed that the following Exclusive shifts will continue for the duration of this Award in accordance with Part B, Table 6 of this Award:
- (i) Union shift;
 - (ii) Institute shift;
 - (iii) Yard Supervisor shift;
 - (iv) Sign On shift, some depots only (while the current incumbent remains);
 - (v)
 - (vi) Senior Bus Operator Yard Shift;
 - (vii) Gym Attendant Shift (Waverley only).
- 47.2 Where an Exclusive Shift has been created to accommodate an individual or class of Employees whose position has been abolished, the Exclusive Shift shall cease to operate when the affected Employee/s cease to be employed by the Employer or the Employee transfers or moves to another position.

48. Route Networking

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

49. Regionally Optimised Timetabling

- 49.1 In line with the contracts worked under the MBSC system, timetables associated with route networks will be optimised to realise maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).
- 49.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.
- 49.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause 48 (Route Networking).

50. Special Hirings

- 50.1 Rosters may be varied to provide for special hirings by agreement between the majority of Employees and employer. If the employee/s is/are a member of the union, the union shall be informed of the intention to use this provision and shall be given a reasonable opportunity to negotiate with the employer.

51. Charter Work

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

52. Sign On and Sign Off Times

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

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

53. Annual Leave

- 53.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 53.2 Annual leave accrues to an employee on a pro rata basis over a calendar year as shown below:
- (a) shift work employees, as defined in clause 3, accrue five weeks annual leave per annum. For employees working to the ADO arrangement provided in 27.3.3, the five week leave is made up of 24 days annual leave and one ADO.
 - (b) non-shift work employees accrue four weeks annual leave per annum. For employees working to the ADO arrangement provided in 27.3.3, the four week leave is made up of 19 days annual leave and one ADO.
- 53.3 At least 75% of each group of Employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.

- 53.4 Payment for all leave due to an Employee who resigns, retires, dies or is dismissed shall be made as follows:
- (i) in the case of retirement, resignation or dismissal - to the employee;
 - (ii) in the case of death - to the Employee's spouse or partner, or if the employee does not leave a spouse or partner, to their legal personal representative, subject to State law.
- 53.5 All Employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 53.6 Any Employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 53.7 Any other Employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

54. Long Service Leave

- 54.1 Extended leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.
- 54.2 It is agreed that all Employees covered by this Award can access and take Long Service Leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 54.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 54.4 The calculation of the days will be on a Monday to Friday basis.

55. Personal/Carer's Leave Entitlement

- 55.1 An employee accrues the following amount of paid personal/carer's leave:
- (a) during an Employee's first five years of service - 10 working days per year;
 - (b) during an Employee's sixth and seventh years of service - 12 working days per year; and
 - (c) for an Employee's further years of service - 17 working days per year.
- 55.2 For the purposes of the above, a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 55.3 Immediate family or household: the entitlement to use bereavement/ compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the Employee's family; or a member of the Employee's household. The term immediate family includes:
- 55.3.1 a spouse of the Employee; or
 - 55.3.2 a de facto spouse being a person who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee; or

55.3.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

55.3.4 a relative of the Employee who is a member of the same household, where for the purposes of this definition: -

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

55.4 Notice requirement of non-attendance relating to Personal/Carer's Leave: Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

56. Personal Sick Leave

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

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

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

56.3 Leave taken by an Employee under sub-clause 56.2 is deducted from the amount of personal /carer's leave under subclause 56.1

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

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

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

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

57. Carers' Leave

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

- 57.2 The entitlement to use personal/carer's leave is subject to the Employee being responsible for the care of the person concerned.
- 57.3 The Employee must, if required by the Employer, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and, that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's Leave in excess of five days per annum, unless otherwise approved by the Employee's manager.
- 57.4 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.
- 57.5 The Employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.
- 57.6 Each day or part day of Carer's Leave taken in accordance with sub-clause 57.1 is to be deducted from the quantum of Personal/Carer's Leave provided in sub-clause 56.1 up to a maximum of ten days per annum.
- 57.7 An Employee is entitled to use accumulated sick leave as paid Carer's Leave if the Employee has used the current year's personal/carer's leave entitlement. An exception to this is where an Employee has already taken ten days Carer's Leave in the current year.
- 57.8 An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

58. Bereavement/Compassionate Leave

- 58.1 An Employee is entitled to up to two days paid leave, on each occasion if a member of the Employee's immediate family or household dies.
- 58.2 Each day or part of a day used under 58.1 is deducted from the amount of personal/carer's leave under sub-clause 55.1.
- 58.3 An Employee is entitled to use accumulated sick leave as paid bereavement/ compassionate leave up to two days on each occasion when a member of the Employee's immediate family or household dies and the Employee has already used the current year's personal/carer's leave entitlement under sub-clause 55.1.
- 58.4 An Employee is entitled to use unpaid leave up to two days on each occasion when a member of the Employee's immediate family or household dies if, the Employee has already used the current year's personal/carer's entitlement under subclause 56.1 and no accumulated sick leave is available.
- 58.5 Proof of death must be provided to the satisfaction of the Employer, if requested.

59. Purchased Leave for Personal or Family Needs

- 59.1 The personal and family leave scheme is voluntary and available to all permanent Employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 59.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 59.3 All leave entitlements which accrue during an Employee's participation in this scheme are unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.

- 59.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 59.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the proceeding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 59.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 59.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.
- 59.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 59.9 The definition of a week is Monday to Friday.
- 59.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 59.11 Employees will retain home and duty passes and other privilege passes.

60. Paid Maternity Leave

- 60.1 A female permanent employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parental Leave Procedure.
- 60.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 60.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 60.4 An employee is entitled to a maximum of fourteen (14) weeks paid maternity leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.
- 60.5 Separate from paid maternity leave, an employee may be paid accrued Annual and/or Long Service Leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis while on maternity leave or;
 - (ii) as half pay on a fortnightly basis while on maternity leave or;
 - (iii) in any combination of the above options
- 60.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 60.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.

- 60.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 60.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists. If the employee's position has ceased to exist during the period of maternity leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely comparable as possible, in status and pay, to that of the employee's former position.
- 60.10 An employee, with the agreement of the employer, shall be granted an extension to maternity leave beyond 52 weeks from the date of birth.
- 60.11 An employee who gives birth prematurely is treated, where applicable, as being on maternity leave from the date they commence leave to give birth to the child, and any leave arrangements will need to be varied.
- 60.12 If an employee miscarries, sick leave provisions cover any absence from work. When an employee has exhausted sick leave credits, other forms of paid and unpaid leave can be taken.
- 60.13 If the birth is a still birth or the child dies prior to the completion of the paid maternity leave, the employee continues to be eligible for the balance of their paid maternity leave.
- 60.14 When an employee becomes pregnant while on parental leave, they are entitled to a further period of parental leave. Any remaining parental leave from the former birth lapses as soon as the new period of parental leave begins.
- 60.15 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 60.16 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

61. Parental Leave

- 61.1 An employee, including a casual employee who has had at least twelve months continuous service, is entitled to parental leave in accordance with this clause and with State Transit's Parental Leave Procedure. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 61.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 61.3 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.
- 61.4 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- for maternity and other parent leave, an unbroken period of eight weeks at the time of the birth of the child;
 - for adoption leave, an unbroken period of eight weeks at the time of the placement of the child.
- 61.5 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 61.6 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.
- 61.7 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave, except for Concurrent Parental Leave in 61.4.

- 61.8 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 61.9 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. If the employee's position has ceased to exist during the period of parental leave, and there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is as closely as possible comparable, in status and pay, to that of the employee's former position.
- 61.10 Out of Home Care Leave
- 61.10.1 Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- 61.10.2 Eligibility for a period of Out of Home Care Leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- 62.10.3 Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- 61.10.4 Out of Home Care leave commences at the date of placement of the child.
- 61.10.5 Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis.

62. Adoption Leave

- 62.1 Permanent employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 62.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of fourteen weeks paid adoption leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of adoption leave or;
 - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 62.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis whilst on adoption leave or;
 - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 62.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 62.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 62.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 62.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist and there are other positions available that the employee is qualified for and is capable of performing, the employee is

entitled to be employed in a position that is as closely nearly as possible comparable, in status and pay, to that of the employee's former position.

- 62.8 An employee, with the agreement of the employer, shall be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child.
- 62.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 62.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

63. Altruistic Surrogacy Leave

63.1 General

63.1.1 Employees are entitled to altruistic surrogacy leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.

63.1.2 Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.

63.2 Paid Altruistic Surrogacy Leave

63.2.1 Employees who have completed at least 40 weeks continuous service prior to the commencement of altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of altruistic surrogacy leave taken, whichever is the lesser period.

63.2.2 Leave may be taken at full pay, half pay or as a lump sum.

63.3 Unpaid Altruistic Surrogacy Leave

63.13.1 Employees are entitled to altruistic surrogacy leave for a maximum period of 12 months.

63.13.2 Employees who take altruistic surrogacy leave may also reach agreement with the Employer to also take leave:

- (a) part-time for a period not exceeding two years; or
- (b) partly full-time and partly part-time over a proportionate period of up to two years.

63.14 Specific evidentiary requirements applicable to taking altruistic surrogacy leave:

63.14.1 Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-employees);

63.14.2 At the time the employee assumes the role of primary carer the employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;

63.14.3 A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and

- 63.14.4 A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

64. Military Leave

- 64.1 A permanent Employee, who is a current member of the Australian Armed Forces, may apply for Military Leave to undertake a period of service with the Australian Armed Forces as a member of the Reserves.
- 64.2 Unless otherwise provided, Military Leave attracts the same conditions of other forms of Leave Without Pay. One exception is that Employees on defence reserve service are not required to take any accrued leave concurrently with all or part of their Military Leave.
- 64.3 In normal circumstances, if an Employee who is a member of the Reserves wishes to undertake continuous full time service with the Australian Armed Forces, that is voluntarily undertaken under subsection 50(3) of the *Defence Act* 1903, subsection 32A (3) of the *Naval Defence Act* 1903 or subsection 4J (3) of the *Air Force Act* 1923, the approval of leave is at the discretion of the Employee's manager (with appropriate HR delegation).
- 64.4 An Employee who undertakes continuous fulltime service with the Australian Armed Forces is not entitled to paid Military Leave or Top-Up Pay from State Transit.
- 64.5 Permanent Employees with a minimum of six months continuous service with State Transit and staff with continuous service with other State Government Departments and/or instrumentalities, may be entitled to receive up to 19 days Paid Military Leave for service with the Reserves.
- 64.6 The entitlement to paid Military Leave is calculated from 1 July to 30 June on each occasion. It does not accrue from year to year. The entitlement to Paid Military Leave is limited to the day(s) on which the Employee would have ordinarily worked, had it not been for the need for Military Leave.
- 64.7 Paid Military Leave is only paid upon:
- (a) The presentation of a Training/Attendance Notice, and a Certificate of Attendance. And
 - (b) The authorisation from the Employee's manager.
- 64.8 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.
- 64.9 Paid Military Leave is also not granted for attendance at military activities which occur after normal hours of duty or for days on which an Employee would not normally be on duty.
- 64.10 Employees not entitled to payment for Military Leave, who are required to attend military training and exercises as a member of the Reserves may be granted Military Leave Without Pay.
- "Top-Up" Pay
- 64.11 When an employee entitled to Paid Military Leave has exhausted their entitlements, they may be eligible for Military Leave Without Pay and a 'Top-Up' payment paid by State Transit. 'Top-Up Pay' may be available where the employee received less money from the Defence Reservists than the net pay they would have received from State Transit for the same period, and the employee would ordinarily be required to work that day.
- 64.12 The following limitations apply to 'Top-Up' pay:
- 64.12.1 'Top-Up' pay is only available where an employee receives less money from the Defence Reserve than the ordinary net pay they would have received from State Transit for the same period but excludes payments for shift loadings, allowances, penalty payments and overtime had the employee earned would they have worked for State Transit.

- 64.12.2 Top-Up pay is also limited to payment to time the employee would ordinarily have been required to work for State Transit e.g. a Part Time employee who only works three days a week for State Transit will only receive 'Top-Up' pay in respect of the three days they would have worked for State Transit.
- 64.12.3 Top-Up pay is capped at a maximum period of 12 months, consecutively or cumulatively, in any five-year period (any further payments are at the discretion of the Executive Director, People and Culture).
- 64.13 In the event an employee's ordinary rate of pay is not able to be determined, it shall be at the average of the employee's ordinary base rate for the six months immediately preceding the period of Military Leave.
- 64.14 If an employee exhausts Paid Military Leave entitlements (including Top-Up pay), they may be eligible to take Military Leave Without Pay.

65. Emergency Leave

- 65.1 Permanent and temporary Employees are eligible for paid Emergency Leave if they are:
- (a) Members of the State Emergency Services (SES), NSW Rural Fire Service (RFS) or other volunteer organisations recognised by NSW Government's Office of Emergency Management (OEM) to attend:
 - (i) State emergencies; or
 - (ii) Training and conferences.
 - (b) Unable to attend work due to severe weather conditions or other disasters.
- 65.2 Emergency Leave is available regardless of length of service.
- 65.3 Emergency Leave is limited to the time required to cope with the immediate emergency and may not be accumulated from year to year.
- 65.3.1 Employees who are member of the SES/RFS/other recognised volunteer organisations:
- Employees performing duties for the SES, RFS or other recognised volunteer organisations are entitled to the following leave:
- (a) Unlimited leave to attend State Emergencies declared in accordance with the relevant legislation or announced by the Premier,
 - (b) Up to five (5) days Emergency Leave each year to attend conferences and training as part of their role.
- 65.3.2 Other Employees
- Employees involved in a situation where life or property is threatened, or who are affected by severe weather conditions or other disasters, are entitled to a maximum of two (2) days Emergency Leave each year. Leave will not be granted if there is no element of emergency.
- 65.4 If Employees require additional leave to attend conferences and training courses relating to roles with the SES, RFS or other recognised volunteer organisations, or to attend to personal matters relating to severe weather conditions or other disasters, they may apply for Annual Leave, Leave without Pay or if applicable long service leave. Emergency leave counts as service for all purposes.
- 65.5 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.

- 65.6 Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.

66. Leave for Matters Arising from Domestic and Family Violence

- 66.1 Employees have access to 10 days paid domestic and family violence leave per calendar year.
- 66.2 This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.
- 66.3 Leave is to be available for employees experiencing domestic and family violence, for purposes including:
- i. seeking safe accommodation;
 - ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
 - iv. organising alternative care or education arrangements for their children; or
 - iv. other related purposes approved by the Employer.
- 66.4 The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:
- i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - iii. a medical certificate.
- 66.5 Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.
- 66.6 The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:
- i. changes to their hours of work;
 - ii. relocation to alternate locations should suitable work be available;
 - iii. changes to telephone, email and other contact details;
 - iv. changes to duties, should such changes be practical; and
 - v. any other reasonable measure to assist the employee.

The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.

- 66.7 This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 66.8 The leave entitlement can be accessed by temporary and part-time employees on a pro-rata basis.

67. Career Break

- 67.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 67.2 The terms and conditions under which an employee may take a career break are as follows:
- (i) The minimum period for a career break is six months. The maximum period for a career break is 12 months.
 - (ii) An employee must provide three months notice of a request to take a career break.
 - (iii) An employee who takes a career break must utilise any accrued annual leave as part of this break.
 - (iv) Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
 - (v) At the commencement of the career break, employees must return their staff travel pass.
 - (vi) At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
 - (vii) Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
 - (viii) Applications for career breaks will be approved at State Transit's discretion.

68. Public Holidays

- 68.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:
- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
 - (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 68.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Reference Manual and clauses 67 to 69 regarding rates of pay.

69. Work on a Public Holiday

- 69.1 An employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.
- 69.2 In addition to the penalty rate prescribed in 69.1 above, an employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.
- 69.3 A full-time employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours. When a Public Holiday falls on a Saturday, Bus Operators who are rostered off will qualify for payment if they

have worked at least ten (10) Saturdays in the preceding twelve months. Bus Operators employed within the last twelve months of the Saturday Public Holiday, who are rostered off, are to have the decision for payment to be determined on a pro-rata basis.

- 69.4 To avoid doubt, the Additional Payment referred to in 69.2 above, will be paid out when the Public Holiday falls.

70. Concessional Day (Substitute Bank Holiday)

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

71. Picnic Day

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

72. Jury Service Leave

72.1 Entitlement

- 72.1.1 Employees covered under this Award who are called for Jury Service are eligible to receive Special Leave for the time they are at court. Employees receive a jury fee from the court and the Employer will "make up" the difference between the court fee and the Employee's ordinary rate of pay. Ordinary rate of pay excludes overtime and penalties.
- 72.1.2 Special Leave will not be granted when the Jury Service falls on days when an Employee is on leave. When Employees attend Jury Service under such circumstances, they can retain the court fees.
- 72.1.3 If the Jury Service falls on a day on which a shift work employee would not ordinarily be rostered for duty, the Employee will be provided with the opportunity to request a change to their rostered shift, to enable them to receive payment for their service on the jury, and allow them to retain their days off for recreation purposes.

72.2 Requirements for Payment

- 72.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and, are therefore eligible to receive the court fee.
- 72.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.
- 72.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.

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

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

73. Workplace Health and Safety Training

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

74. Alcohol and Other Drugs

74.1 The Parties recognise the legislative obligations on State Transit to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of the legislation relating to random drug and alcohol testing and the internal programs that are in place, as outlined in State Transit's Drug and Alcohol related policy and procedures.

75. Certificate III in Driving Operations (Bus)

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

75.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.

75.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.

75.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.

75.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

76. Driver Skills Maintenance Program

76.1 The Bus Driving Skills Maintenance Program will continue for the term of this Award. Bus Operators may be required to attend a Bus Driving Skills Maintenance Program.

76.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to State Transit's and relevant legislative standards for driving and operating buses.

76.3 Technology may be utilised to assist in the skills maintenance program. Relevant technology may be utilised throughout periods when a bus is in service.

76.4 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be, but not limited to provide:

- (i) updates on Australian Road Rules and other information relating to driving and operating buses; and
- (ii) practical refresher skills in operating buses including personal safety strategies.

76.5 Should a Bus Operator require further operational training, this will occur on a one to one basis.

76.6 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the Unions.

77. Fatigue Management

77.1 Fatigue management principles apply to all employees covered by this Award.

77.2 No employee will be permitted to work more than 12 hours in any 24-hour period.

77.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.

77.4 No employee will work more than 24 days in a 28-day period.

77.5 No employee will work more than 12 days straight.

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

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

SECTION 9 - GENERAL

78. Continuity of Service (on Transfer of Business)

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

78.2 For the purpose of determining those entitlements:

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

79. Abandonment of Service

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

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

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

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

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

80. Quality Certification

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

81. Absence Management Procedures

81.1 Commitment to Reduction in Sick Leave Levels.

81.1.1 The Parties to this Award are committed to ensuring State Transit, as a business, remains competitive and achieves industry best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.

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

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

81.2 Review Mechanisms.

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

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

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

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

81.3 Medical Examination, the Role of the State Transit Health and Safety Officers and Employee Obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;

- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

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

81.5 Absence Management Program Step 1 - Preliminary Discussion.

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

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

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

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

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

81.7 Step 3

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

81.8 Continuous Review.

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

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

82. Patterns of Work and Productivity

- 82.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.
- 82.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

83. New Technology

- 83.1 The Parties to this Award will jointly examine and discuss prior to implementation, all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 83.2 Where the introduction of this technology impacts on existing positions, then appropriate job redesign and retraining will be discussed.

84. Smart Card/Integrated Ticketing

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

85. Centre and Rear Door Loading for Cashless Services

- 85.1 State Transit is committed to minimising cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 85.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 85.3 Prior to implementation of this initiative, State Transit will consult with the Unions and employees to ensure safe working of passenger loading.

86. Termination of Employment

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

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

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

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

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

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

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

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

86.4 Employees to return all State Transit property.

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

SECTION 10 - INDUSTRIAL RELATIONS

87. Communications and Consultation

87.1. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.

87.2. Senior management representatives of the Employer and the Unions will meet quarterly at a minimum as a Consultative Committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.

87.3. The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.

87.4. When a change is proposed that will have impact upon the working arrangements of Employees, the Employer will consult with the Unions and their employee representatives and communicate the proposed changes to affected Employees. For roster changes, the consultation process outlined in clauses 43 and 44 of this Award will continue to apply.

- (a) The Employer will provide relevant information about:
 - i. the proposed change;
 - ii. effects on the Employees;
 - iii. the rationale for the proposed changes based on business needs;
- (b) The Employer will meet with the affected Employees or their Representatives and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.

- 88.5. The Employer shall consult with the Unions and nominated Employee Representatives prior to the introduction of any technological change that impact on the working arrangements of Employees. Where matters cannot be resolved through the consultative process any party may utilise the Disputes Settlement Procedure at Clause 88.

88. Disputes Settlement Procedure

- 88.1 When the Parties to this Award are in dispute with either of the Unions or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.
- 88.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- 88.3 If the grievance cannot be resolved as provided for in 88.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.
- 88.4 If the dispute is not resolved as provided for in 88.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate Executive Director, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.
- 88.5 Nothing in 88.3 or 88.4 prevents the appropriate Manager or Executive Director agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or Industrial Instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Principal Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.
- 88.6 If, following action under 88.2, 88.3, 88.4 or 88.5 a dispute remains unresolved, the employee, a Union Delegate, or the Principal Manager, Employee Relations may refer the matter for resolution to the Executive Director People & Culture (or, at the discretion of the Executive Director People & Culture, or the Chief Executive) and an official nominated by the union.
- 88.7 If, following action under 88.2 to 88.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions New South Wales (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.
- 88.8 If a dispute referred to Unions NSW under 85.7 remains unresolved, following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and, if necessary, arbitration.
- 88.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should, as a general rule, take no more than five working days to complete; and that in the case of each step, attempts should be made to hold discussions within two working days of commencing the step.
- 88.10 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 88.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant Industrial Tribunal for urgent resolution.

- 88.12 Subject to subclause 88.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 88.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.
- 88.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.
- 88.15 A dispute relating to clause 15 shall be determined pursuant to cl. 6(1)(b)(i) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014 and any applicable law.

89. Contestability

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

90. Union Training Leave

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

91. Stand Down

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

PART B

Table 1 - Indicative Wage Rates

(subject to conditions outlined in clause 15 Wages and Wage Increases)

CLASSIFICATION	Weekly rates (\$)	
	Effective from the first full pay period on or after 1/01/2021 0.3% increase	Effective from the first full pay period on or after 1/1/2022 1.04% increase
Bus Operator, Trainee	1,015.90	1026.50
Bus Operator level 1	1,054.40	1065.40
Bus Operator level 2	1,096.70	1108.10
Senior Bus Operator	1,117.60	1129.20
Yard Supervisor	1,209.70	1222.30
Senior Bus Operator - Yard (SBOY)	1,150.00	1162.00
Bus Operator Trainer 1	1,209.70	1222.30
Bus Operator Trainer 2	1,302.30	1315.80
Bus Operator Trainer 3	1,426.00	1440.80
Bus Cleaner level 1	913.70	923.20
Bus Cleaner level 2	970.80	980.90
Bus Cleaner level 3	998.90	1009.30
Bus Cleaner level 4	1,055.80	1066.80

Bus Traineeship level 1 (applicable only for Trainees who commence before 1 January 2012)	1,015.90	1026.50
Bus Traineeship level 2 (applicable only for Trainees who commence before 1 January 2012)	1,096.70	1108.10
Shed Driver	1,150.00	1162.00
Customer Service Coordinator level 1	1,243.40	1256.30
Airport Coordinator	1,207.70	1220.30
Customer Service Liaison (Kiosk)	1,207.70	1220.30
Customer Service Liaison (Explorer)	1,207.70	1220.30
Conductor T/A Sign on Clerk	907.90	917.30

* Wage Rates above do not incorporate the Industry Allowance

Table 2 - Other Rates and Allowances

	Description	Effective from the first full pay period on or after 1/01/2021 0.3% increase	Effective from the first full pay period on or after 1/01/2022 1.04% increase
Item 1	Industry Allowance	\$ 52.90	\$ 53.50
Item 2	High Capacity Allowance	\$ 22.40	\$ 22.60

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

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

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

(a)	First sign on bus ex. Shed First sign on pick up bus at relief point First sign on staff bus/car ex. Shed	ten minutes eight minutes nine minutes
(b)	Broken shifts First sign off bus to shed First sign off relieved at relief point First sign off staff bus/car to shed	five minutes five minutes five minutes
(c)	Broken shifts Second sign on ex. Shed Second sign on pick up bus at relief point Second sign on staff bus/car ex. Shed	five minutes five minutes five minutes

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

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

Table 5 - Casual Hourly Rates of Pay

CLASSIFICATION	Hourly rate (\$)	Hourly rate (\$)
	Effective from the first full pay period on or after 1/01/2021 0.3% increase	Effective from the first full pay period on or after 1/01/2022 1.04% increase
Entry Level	32.081	32.416
Bus Operator level 1	33.297	33.644
Bus Operator level 2	34.633	34.993
Senior Bus Operator	35.293	35.659
Bus Operator Trainer 1	38.201	38.599
Bus Operator Trainer 2	41.125	41.552
Bus Operator Trainer 3	45.032	45.499

The above rates include the Casual Loading contained in clause 13

Table 6 - Exclusive Shift Times

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours per day per location	Hours per day per location	Hours per day per location
Brookvale	3h	2h 45m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

N. CONSTANT, *Chief Commissioner.*

STATE TRANSIT AUTHORITY SENIOR AND SALARIED OFFICERS' ENTERPRISE (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 87214 of 2021)

Before Chief Commissioner Constant

1 June 2021

AWARD

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

1. Title

- 1.1. This Award may be cited as the "State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2021" ("the Award").

2. Arrangement

- 2.1. This Award is arranged as follows:

PART 1 - CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS

SECTION 1A - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
------------	----------------

- | | |
|----|--|
| 1. | Title |
| 2. | Arrangement |
| 3. | Facilitative Provisions |
| 4. | Definitions |
| 5. | Parties Bound |
| 6. | Relationship to Industrial Instruments |
| 7. | No Extra Claims |
| 8. | Area, Incidence and Duration |
| 9. | Anti-Discrimination |

SECTION 1.B - WAGES, ALLOWANCES AND RELATED MATTERS

- | | |
|-----|-------------------------------------|
| 10. | Wage Increases |
| 11. | Industry Allowance |
| 12. | Payment of Wages |
| 13. | Salary Sacrifice for Superannuation |
| 14. | Expenses |
| 15. | Meal Allowance |
| 16. | Travelling Allowance |
| 17. | Relocation Allowance |

18. Uniform Allowance

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation
20. Dispute Settlement Procedures
21. Rights of Union Delegates

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23. Temporary Appointments
24. Managing Excess Employees
25. Managing Sick Leave Related Absences
26. Commitment to Business Reforms
27. Use of Eligibility Lists
28. Employee Discipline
29. Abandonment of Employment

SECTION 1E - LEAVE

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31. Annual Leave
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34. Long Service Leave
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37. Altruistic Surrogacy Leave
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39. Emergency Services Leave
40. Purchased Leave for Personal or Family Reasons
41. Picnic Day
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43. Concessional Day
44. Capping of Additional Days Off (ADOs)

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45. Make Up Time
46. Career Break
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48. Higher Duties for Senior & Salaried Officers
49. Employee Travel Passes
50. Workplace Health and Safety Training
51. Drug and Alcohol Testing
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54. Contestability
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PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

57. Hours of Duty for Salaried Officers
58. Minimum Payments
59. Spread of Hours
60. Overtime
61. Time Off in Lieu of Payment for Overtime
62. Sunday Time
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64. Shift Work Allowance
65. Time Off Between Shifts
66. Rostered Day Off
67. Excess Travelling Time
68. Change of Usual Workplace
69. Increment Increases
70. Termination of Employment
71. Salary Rates
72. Classification Structure

PART 2A - ADMINISTRATIVE STREAM

73. Direct Appointment
74. Filling of Authorised Positions
75. Traineeships

PART 2B - MAINTENANCE STREAM

76. Filling of Authorised Positions
77. Flexibility
78. Master Roster Changes

PART 2C - OPERATIONAL SUPPORT STREAM

79. Revenue Rooms
80. Pass Issue
81. Check Validity of Licences/Accreditation and Bus Operator Presentation
82. Cleaning and Maintaining Street Furniture, Ticket Readers and Driver Consoles
83. Performance Assessment of Bus Operators
84. Minor Bus Repairs
85. Bus Operations
86. Handover Period
86. Fatigue Management
87. Duty Officer (Night) Relief
88. Network Control Centre Qualification Training
89. Operational Support Review
90. Duty Officers and Network Supervisors Roster Principles
91. Network Control Centre Roster Principles

PART 3 - SENIOR OFFICER STREAM

92. Hours of Work for Senior Officers
93. Span of Hours
94. Overtime and Recall to Duty Provisions For Senior Officers
95. Transfers within the Division

- 96. Performance Agreement Programs
- 97. Increment Increases
- 98. Filling of Authorised Positions
- 99. Salary Movement Linked to Promotion and Acting In Higher Grade

Schedule A - Senior Officers' Pay rates
 Schedule B - Salaried Officers' Pay rates
 Schedule C - Allowances

3. Facilitative Provisions

- 3.1. This Award contains facilitative provisions which allow agreement(s) to be reached between the employer and employees on how specific Award provisions are to apply at the workplace level.
- 3.2. Facilitative provisions are not to be used as a device to avoid Award obligations nor should the provisions result in unfairness to an Employee or Employees covered by this Award. The facilitative provisions are identified below:

Clause No.	Subject Matter
93	Span of Hours (Senior Officers)
94	Time Off in Lieu of Overtime (Senior Officers)
60	Hour of Duty (Salaried Officers)
60	Overtime (Salaried Officers)
61	Time Off Between Shifts (Salaried Officers)
45	Make Up Time

4. Definitions

In this Award:

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

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

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

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

PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
 - (c) PART 3 of this Award: to all Senior Officers only.
- 4.8. "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
- 4.9. "Division" means the STA group.
- 4.10. Extended Leave (Long Service) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act* 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.
- 4.11. "NSW Act" means the *Industrial Relations Act* 1996 (NSW) or succeeding Act.
- 4.12. "Officer" means a Salaried or Senior Officer employed as a member of the Transport Service in the STA Group on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13. Parties means the Secretary of the Department of Transport as head of the Transport Service, the Australian Services Union of NSW ('ASU'), the Rail, Tram and Bus Union of New South Wales ('RTBU') and the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) ('APESMA', known as Professionals Australia).
- 4.14. "Part-Time Employment" has the meaning given that term by virtue of subclause 22.3 of this Award.
- 4.15. "Personal Leave" has the meaning given that term by clause 30 of this Award and includes personal Sick Leave, Carers' Leave and Compassionate/bereavement Leave.
- 4.16. "Purchased Leave" means a form of additional paid leave whereby an Employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the Employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.
- 4.17. "Picnic Day" means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.18. "Public Holiday" means:
- (a) New Year's Day;
 - (b) Australia Day;
 - (c) Good Friday;
 - (d) Easter Saturday;
 - (e) Easter Monday;

- (f) Anzac Day;
 - (g) Sovereign's Birthday;
 - (h) Labour Day;
 - (i) Christmas Day;
 - (j) Boxing Day; and
 - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above.
- 4.19. "Shift Worker" means an Employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20. "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation 2012 as being part of the STA Group who are not part of the Transport Senior Service.
- 4.21. "State Act" means the *Transport Administration Act 1988* (NSW) or succeeding Act.
- 4.22. "Temporary Employment" has the meaning given that term by virtue of subclause 22.13 of this Award.
- 4.23. "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988* (NSW).
- 4.24. "Week" means:
- (a) for an Employee who is a Shift Worker, Sunday to Saturday.
 - (b) for an Employee who is not a Shift Worker, Monday to Friday.
- 4.25. "RMS" means Roads and Maritime Services.

5. Parties Bound

- 5.1. This Award shall be binding on the following parties and classes of persons:
- the Employer;
 - the Rail, Tram and Bus Union of New South Wales ('RTBU');
 - the Australian Services Union of NSW ('ASU');
 - the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) ('APESMA', known as Professionals Australia), and
 - all Employees of the STA Group covered by this Award.

6. Relationship to Industrial Instruments

- 6.1. This Award wholly supersedes and replaces the following instruments:
- the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;
 - the State Transit Authority of New South Wales, Salaried Officers' Award 2001;

- the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.
- The State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2012.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2015.
- The State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2018.
- This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

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

7. No Extra Claims

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

8. Area, Incidence and Duration

- 8.1 This Award shall take effect a date approved by the NSW Industrial Relations Commission and rescinds and replaces the State Transit Authority Senior and Salaried Officers' Enterprise (State) Award 2018.
- 8.2. The Nominal Expiry Date of this Award is 31 December 2022.
- 8.3. The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

9. Anti-Discrimination

- 9.1. It is the intention of the parties to this Award to seek to achieve the object in s 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 9.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- 9.3. Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 9.4. Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;
 - any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 9.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 9.6. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7. Section 56(d) of the *Anti-Discrimination Act 1977* provides: "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS

10. Wage Increases

- 10.1. A wage increase will apply to employees covered by this Award payable as follows:
- i) from the First Full Pay Period commencing on or after 1 January 2021: a quantum equivalent to the outcome of the Public Sector Wage Case 2020 (that is 0.3 per cent); and
 - ii) from the First Full Pay Period commencing on or after 1 January 2022: a quantum equivalent to the increase to wages and allowances awarded to Employees covered under the Transport for NSW and Sydney Metro Salaries and Conditions of Employment Award 2021.
- 10.2. The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by Employees covered under this Award.

11. Industry Allowance

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

12. Payment of Wages

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

13. Salary Sacrifice for Superannuation

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

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

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

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

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

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

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

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

13.4. Where an Employee elects to salary sacrifice in terms of subclause 13.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

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

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

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

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

14. Expenses

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

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

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

15. Meal Allowance

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

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

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

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

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

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

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

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

16. Travelling Allowance

- 16.1. An Employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the NSW Premiers' Department.

- 16.2. The need to obtain overnight accommodation shall be determined by the Employee's manager having regard to the safety of the Employee travelling on official business and local conditions applicable in the area.

- 16.3. As an alternative to the provisions, the Employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.

- 16.4. This clause does not apply to Employees who are on an Employee-initiated secondment.

17. Relocation Allowance

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

18. Uniform Allowance

- 18.1. This clause applies to Employees who are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.
- 18.2. Employees who are required to wear the approved uniform, including new Employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.
- 18.3. Subsequent to the initial issue, Employees will receive a uniform allowance, which is paid annually into the employees' account, for the procurement of replacement uniform from approved supplier(s).
- 18.4. When the annual uniform allowance is due, Employees who commenced employment six months or more from that date shall receive the full annual uniform allowance; Employees who commenced employment less than six months shall not receive the uniform allowance for that year.
- 18.4. Where the uniform is supplied or replaced at the Employer's cost, except as provided for in 18.5, the uniform allowance will not be payable for that year.
- 18.5. In extraordinary circumstances where the uniform is damaged in the course of duty, the Officer may apply for a replacement of the damaged items.

SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION

19. Communications and Consultation

- 19.1. There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 19.2. Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a Consultative Committee - and at other times as agreed - to consult on matters which have organisational wide impact or implications.
- 19.3. The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 19.4. When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their Employee representatives.
- (a) The Employer will provide relevant information about:
- i. the proposed change;
 - ii. effects on the Employees;

- iii. the rationale for the proposed changes based on business needs;
 - (b) The Employer will meet with the affected Employees and their Employee Representatives and discuss the effects of the changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (c) The Employee(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
 - (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.
- 19.5. To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives through the Consultative Committee to develop and implement a Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.
- 19.6. The Employer shall consult with Employees, Employee Representatives and other parties to this Award prior to the introduction of any technological change that impact on the working arrangements of Employees. Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at clause 20.

20. Dispute Settlement Procedures

- 20.1. The parties recognise that disputes can differ widely in nature, and can take different lengths of time to resolve, but the purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 20.2. A dispute can arise over any issue that directly affects the interests of any of the parties.
- 20.3. Any dispute between the Employer and Employee(s) or the Employee's Representative shall be resolved according to the following steps:

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

STEP 2: If the dispute remains unresolved, or if the dispute involves matters other than local issues, the Principal Manager, Employee Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager, Employee Relations being notified of a dispute involving other than local issues.

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

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

- 20.4. If it is decided to refer the matter to the Industrial Relations Commission, the referral must take place within 72 hours, excluding weekends and public holidays, of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the dispute.
- 20.5. The parties to the dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.
- 20.6. The timeframes in Steps 1 to 4 above are exclusive of weekends and public holidays.
- 20.7. While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.
- 20.8. The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

21. Rights of Union Delegates

- 21.1. For the purposes of:

- ensuring compliance by the parties with the terms of this Award; and
- facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:

- 21.1.1. an Employee elected or appointed as a delegate will, upon notification to the Employer, be recognised as the Accredited Representative of the Union to which they belong;
- 21.1.2. an Accredited Delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
- 21.1.3. subject to the prior approval of the Delegate's supervisor, an Accredited Delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
- 21.1.4. the general nature of the matters affecting Employees and the probable time of absence should be indicated to the supervisor;
- 21.1.5. Delegates will be granted paid leave to attend meetings or union training in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body, or union training may be authorised by the Principal Manager, Employee Relations in consultation with local managers, upon a written request from the Union;
- 21.1.7. Delegates will be provided with reasonable access to a phone, computer, Internet and a notice board;
- 21.1.8. each Union will periodically supply a list of Delegates and contact numbers to the Principal Manager, Employee Relations.

SECTION 1D - EMPLOYMENT RELATIONSHIP**22. Types of Employment****Full-Time Employees**

22.1. A Full-Time Employee is an Employee other than a Casual or Part-Time Employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.

22.2. See clauses 57 and 92 for the prescribed ordinary hours.

Part-Time Employees

22.3. A Part-Time Employee is one employed to work fewer ordinary hours than the ordinary hours worked by a Full-Time Employee performing duties of the same classification and grade.

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

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

22.6. Except in cases of exceptional circumstances, Part-Time Employees shall not be required to work beyond their rostered hours.

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

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

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

Casual Employees

22.10. A Casual Employee is engaged to work on an hourly or daily basis.

22.11. Where staff shortages are of a short duration, Casual Employees may be employed to cover such absences. Such Employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.

22.12. A Casual Employee shall be notified at the end of the day if their services are not required on the next working day.

Temporary Employees

22.13. A Temporary Employee is an Employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.

22.14. A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification, unless otherwise prescribed by this Award.

23. Temporary Appointments

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

24. Managing Excess Employees

- 24.1. The parties are committed to implement the revised policy and procedures relating to managing Excess Employees, in the life of this Award.
- 24.2. Such policy procedures may be varied by State Transit to be in line with any variations to the NSW Government's policy on Managing Excess Employees in the NSW Public Sector, subject to the provisions in clause 19, Communication and Consultation.

25. Managing Sick Leave Related Absences

- 25.1. The parties have agreed to implement a range of strategies to reduce average sick leave levels for Employees covered under this Award and have committed to achieving the following agreed target levels:
- Salaried Operational Officers - 9 days per year
 - Salaried Administration Officers - 6 days per year
 - Senior Officers - 6 days per year.
- 25.2. The Strategies to be implemented will include, but are not limited to, the following:
- 25.2.1. a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;
- 25.2.2. payment of sick leave being provisional on an Employee:
- (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
 - (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an Employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health and Safety Officer or member of the People and Culture Division);
 - (c) back dated medical certificates will only be accepted at the sole discretion of the Employer based on the individual circumstances, including the Employee's absence history;
 - (d) the Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history;

- (e) Employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
 - (f) a requirement that any Employee on long term sick leave may be required by the Employer to participate in a Return to Work Program.
- 25.3. For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:
- 25.3.1. failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's eLibrary), or an obligation imposed under the provisions of this clause;
 - 25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so;
- 25.4. The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:
- a) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
 - b) a high number of one to two-day unplanned absences, particularly for different reasons;
 - c) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, Public Holidays or Annual Leave;
 - d) unplanned absence on a day which an Employee sought as a day off, but which was not approved;
 - e) unplanned absences on special events;
 - f) four or more absences (particularly single day absences), in a four-month period.
- 25.5. The parties agree that in order to give full effect to the provisions of this clause that:
- 25.5.1. Subject to the provisions of clause 19, Communication and Consultation, the Employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
 - 25.5.2. Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave; and
 - 25.5.3. The Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.
- 25.6. Absence Management Program Step 1 - Preliminary Discussion
- 25.6.1. The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
 - 25.6.2. If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an

Absence Management Program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

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

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

25.8. Absence Management Program - Step 3

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

25.9. Continuous Review

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

26. Commitment to Business Reforms

- 26.1. The parties acknowledge the need for continuous change and reform to support State Transit's operations.
- 26.2. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.
- 26.3. Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.4. The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of excess staff.

26.5. The parties acknowledge that:

- 26.5.1. Part-Time and Casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
- 26.5.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and Managing Excess Employees Procedures; and
- 26.5.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

27. Use of Eligibility Lists

- 27.1. When a vacant position is advertised the Employer may, in connection with a determination of the merit of the persons eligible for appointment to the position, create an Eligibility list for the position.
- 27.2. An Eligibility list for a position is a list of eligible applicants (namely the persons who duly applied for appointment to the position and who are eligible for appointment but not selected for appointment were considered suitable to the position but were not offered a position) arranged in order of merit (with merit determined by the Employer).
- 27.3. An Eligibility list for a position remains current for 12 months after the list was created and may or may not be used to fill future vacancies.
- 27.4. An Eligibility list need not comprise all the eligible applicants so long as the list contains the applicant or applicants of greatest merit.
- 27.5. An Eligibility list is applicable not only to the position in relation to which it was created ("the relevant position") but also:
 - 27.5.1. to any other position that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 27.5.2. to any other position in a subsidiary corporation of State Transit that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
 - 27.5.3. to a permanent position where the relevant position was a temporary position.
- 27.6. A determination by the Employer to fill a vacancy in accordance with this clause may be made at any time during the currency of the Eligibility list.
- 27.7. In deciding to appoint a person to a vacant position that has not been advertised in accordance with this clause, the Employer may select from among the persons who are on an Eligibility list that is current and applicable to the position (and who are available for appointment), the person with the greatest merit according to the order of merit in the Eligibility list.

28. Employee Discipline

- 28.1. 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:
 - 28.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and

- 28.1.2. 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:
- 28.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
 - 28.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;
 - 28.1.2.3 of the time period in which the Employer reasonably expects to complete the preliminary investigation or proceedings.

29. Abandonment of Employment

- 29.1. Where an Employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 29.2. Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 29.2.1. The Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence.
 - 29.2.2. Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
 - 29.2.3. Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.
 - 29.2.4. 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.
- 29.3. For the purpose of this clause service of the First Letter and or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

SECTION 1E - LEAVE

30. Personal Leave

- 30.1. Personal Leave consists of the following three types of leave: Sick Leave, Carer's Leave and Compassionate/Bereavement Leave.
- 30.2. Paid Personal Leave will be available to an Employee when they are absent due to:

- personal illness or injury (Sick Leave); or

- for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (Carer's Leave); or
- because of bereavement on the death of an immediate family or household member (Compassionate/Bereavement leave).

30.3. All Employees, other than casual Employees, will be entitled to personal leave in accordance with this clause. Entitlements for Part-Time Employees will be calculated on a pro rata basis.

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

30.5. For the purpose of this clause:

Immediate Family means:

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

- a spouse of the staff member; or
- a de facto spouse being a person who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- a relative of the staff member who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.

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

Current Paid Sick Leave means:

Paid Sick Leave which has accrued to an Employee's credit in the current calendar year which has not been cleared by the Employee as Paid Sick Leave.

Accumulated Paid Sick Leave means:

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

Paid Sick Leave

30.6 Employees are entitled to 15 days of paid sick leave per year, except:

- For Salaried and Senior Officers who commenced employment with the employer after 9 May 2006, the following scale will apply:

- Up to five years service: 8 days per annum

- Between five years and seven years service: 10 days per annum.

30.7. Paid Sick Leave will be credited on a pro rata basis in the first year of service.

30.8. Sick Leave not used in any year shall accumulate.

30.9. An Employee is entitled to use accumulated Personal Leave for the purposes of Sick Leave where the current year's Sick Leave entitlement has been exhausted.

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

Carer's Leave

30.11. Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days paid Carer's Leave per year.

30.12. Paid Carer's Leave is deducted from paid Sick Leave.

30.13. The entitlement to use up to a maximum of ten days per year paid Sick Leave, as paid Carer's Leave, does not accumulate from year to year.

30.14. An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

30.15. Paid and unpaid Carer's Leave may be taken for part of a single day.

30.16. An Employee's entitlement to use paid or unpaid Carer's Leave is subject to the following:

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

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

30.17.1. The Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:

- the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
- the Employee has exhausted all paid Carer's Leave; or
- the Employee, within the current year, has already cleared five days paid Carer's Leave which were not supported by the production of a medical certificate; or
- the Employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

30.17.2. In normal circumstances an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

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

Compassionate/Bereavement Leave

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

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

31. Annual 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.

- Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

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

31.3. Annual Leave accrues to an Employee on a pro-rata basis over a calendar year as shown below:

31.3.1. non-shift work Employees accrue four weeks Annual Leave per annum. This is made up of 19 days Annual Leave and one ADO.

31.3.2. shift work Employees accrue five weeks annual leave per annum. This is made up of 24 days Annual Leave and one ADO.

31.4. The parties recognise the workplace health and safety benefits of Employees properly taking their Annual Leave. An Employee holding Excess Annual Leave may be directed by the Employer to clear such leave, provided the Employee be given as nearly as practicable one months notice of the date on which Annual Leave is to commence and the period to be cleared.

31.5. Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

31.6. Except where payment has already been made in lieu of clearance where an Officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.

31.7. The Employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an Officer who retires, resigns or is dismissed is responsible.

31.8. The Employer may approve the accumulation by an Employee of more than 30 days excess Annual Leave, for certain purposes including, but not limited to, Parental Leave, subject to arrangements having been made by the Employer to clear such leave.

32. Leave for Matters Arising from Domestic and Family Violence

32.1 Employees have access to 10 days paid Domestic and Family Violence Leave per calendar year.

32.2 This leave is non-cumulative and able to be taken in part-days, single days, or consecutive days.

32.3 Leave is to be available for Employees experiencing domestic and family violence, for purposes including:

i. seeking safe accommodation;

- ii. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - iii. attending court and other legal proceedings relating to their experience of domestic and family violence;
 - iv. organising alternative care or education arrangements for their children; or
 - iv. other related purposes approved by the Employer.
- 32.4. The Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:
- i. an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
 - ii. a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
 - iii. a medical certificate.
- 32.5. Personal information concerning Domestic and Family Violence will be kept confidential by the Employer. The Employer will only disclose information to other parties, such as the Police Force, where required by law.
- 32.6. The Employer will consider any request from an Employee experiencing Domestic and Family Violence for:
- i. changes to their hours of work;
 - ii. relocation to alternate locations should suitable work be available;
 - iii. changes to telephone, email and other contact details;
 - iv. changes to duties, should such changes be practical; and
 - v. any other reasonable measure to assist the Employee.
- The approval of such requests will be at the Employer's discretion but will not be unreasonably refused.
- 32.7. This leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- 32.8. The leave entitlement can be accessed by Temporary and Part-Time Employees on a pro-rata basis.

33. Long Service Leave

- 33.1. Long Service Leave (Extended Leave) for Employees will accrue and be granted in accordance with section 68Q of the *Transport Administration Act 1988* (NSW), together with Schedule 1 of the Government Sector Employment Regulation 2014 or succeeding Act.
- 33.2. Except where payment has already been made where an officer, who has acquired a right to leave with pay, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.
- 33.3. Except where payment has already been made where an officer, who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.

- 33.4. The Employer may deduct from any moneys payable under 33.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

34. Flexible Use of Long Service Leave

- 34.1. An Employee may make application to use accrued Long Service Leave entitlements to provide regular reduced working time for personal reasons.
- 34.2. An Employee may apply to use Long Service Leave entitlements to enable the Employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 34.3. Applications for flexible use of Long Service Leave will be approved at the Employer's discretion, taking into consideration operational and service delivery requirements.
- 34.4. The terms and conditions under which an Employee may be permitted flexible use of Long Service Leave are also subject to the Employer policy and procedures.

35. Parental Leave

- 35.1. Parental Leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 35.2. For the purposes of this clause 'child' means:
- a child of the Employee under the age of one; or
 - in the case of adoption: a child under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or their spouse or a child who had previously continuously lived with the Employee for a period of six months or more.
- 35.3. Maternity Leave shall apply to a pregnant Employee including a Casual Employee who has had at least twelve months continuous service, before and after the expected date of birth. Continuous service for a casual means work on an unbroken, systematic and regular basis.
- 35.4. Subject to this clause and the Employer's policy, the Employee may be granted Maternity Leave as follows:
- For a period up to 9 weeks prior to the expected date of birth; and
 - For a period of up to 12 months after the actual date of birth.
- 35.5. Adoption Leave shall apply to an Employee including a Casual Employee who has had at least twelve months continuous service, who is adopting a child and who will be the primary carer to the child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the Employer's policy, the Employee may be granted adoption leave for a period of up to 12 months from the date of taking of custody of the child.
- 35.6. Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female Employee including a Casual Employee who has had at least twelve months continuous service who will be the primary carer for his/her child. Continuous service for a casual means work on an unbroken, systematic and regular basis. Subject to this clause and the Employer's policy, the Employee may be granted Other Parent Leave for a period of up to 12 months. Other Parent Leave is unpaid, except where taken in conjunction with paid leave such as Annual or Long Service Leave.
- 35.7. Parental Leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- for Maternity and Other Parent Leave, an unbroken period of eight weeks at the time of the birth of the child;

- for Adoption Leave, an unbroken period of eight weeks at the time of the placement of the child.

Paid Maternity Leave and Paid Adoption Leave

35.8. An Employee other than a Casual Employee taking Maternity Leave or Adoption Leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the Employee:

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

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

35.9. Once all entitlements to pay have been exhausted, the balance of Maternity or Adoption Leave shall be unpaid.

35.10. Payment for the Maternity or Adoption Leave may be made as follows:

- in a lump sum payment at the commencement of Maternity or Adoption Leave; or
- as full pay on a fortnightly basis while on Maternity or Adoption Leave; or
- as half pay on a fortnightly basis while on Maternity or Adoption Leave; or
- a combination of full pay and half pay while on Maternity or Adoption Leave.

35.11 Paid Maternity or Adoption Leave shall be taken in one unbroken period and shall not be extended by any period of public or other holidays that occur during the period of the paid Maternity or Adoption Leave.

Access to other forms of leave

35.12. In addition to paid Parental Leave where applicable, an Employee may elect to take available Annual Leave or Long Service Leave at the commencement or conclusion of the period of Parental Leave, provided this does not extend the total leave period beyond the allowable period, and that the period of unpaid Parental Leave is not broken by any paid leave.

35.13. The accrued Annual Leave can be taken:

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

35.14. The accrued Long Service Leave can be taken:

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

- a combination of full pay and half pay, provided it does not break up the unpaid Parental Leave period.

35.15. An Employee who takes Maternity, Adoption or Other Parent Leave must clear any Accumulated Annual Leave entitlements in excess of 30 days before commencing any unpaid period of Maternity, Adoption or Other Parent Leave.

Right to Request

35.16. An Employee who has been granted Parental Leave in accordance with this clause may apply to:

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

35.17. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

35.18. The Employer shall consider the request having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

35.19. Any Employee approved to take extended Maternity, Adoption or Other Parent Leave will be required to clear all Accumulated Annual Leave prior to commencing extended Parental Leave.

Notification Requirements

35.20. An Employee must not unreasonably withhold notice of intention to apply for Parental Leave.

35.21. An Employee who wishes to take Parental Leave must provide notice to the Employer in writing at least ten weeks before the expected commencement of Parental leave, together with:

- (a) For Maternity and Other Parent Leave: A certificate from a registered medical practitioner which states the Employee (or their spouse) is pregnant and the expected date of birth,
- (b) For Adoption Leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and
- (c) A statutory declaration stating:
 - the period of leave sought is so that the Employee can be the primary caregiver to the child,
 - detail any particulars of any period of Parental Leave sought or taken by their spouse,
 - that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment, and
- d) A written notification of:
 - the period the Employee proposes to take Parental Leave,
 - if she/he is likely to make a request to extend Parental Leave beyond the 12 months, and/or,

- if she/he is likely to make a request to return to work on a part-time or job-share arrangement.

- 35.22. An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date or because of the child being placed earlier than the expected date of placement.
- 35.23. An Employee on Maternity leave must notify the Employer of the date on which she gave birth as soon as she can conveniently do so. An Employee must notify the Employer as soon as practicable of any changes associated with a premature delivery or miscarriage.
- 35.24. Where the placement of a child for adoption does not proceed or continue, the Employee is to notify the Employer immediately and the Employer may nominate a time not exceeding four weeks from receipt of notification for the Employee to return to work.

Variation of Parental Leave

- 35.25. Unless agreed otherwise between the Employer and Employee, an Employee may apply to the Employer to change the period of Parental Leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the new arrangements, unless otherwise agreed.

Return to work after a period of Parental Leave

- 35.26 An Employee who has taken approved Parental Leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on Parental Leave, if the position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- 35.27 In the case of an Employee transferred to a safe job pursuant to subclause 37.30 the Employee will be entitled to return to the position they held immediately before such transfer. If the position no longer exists but there are other positions available that the Employee is qualified for and is capable of performing, the Employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the Employee's former position.

Communication during Parental Leave

- 35.28. The Employee shall take reasonable steps to inform the Employer about any matter that will affect the Employee's decision regarding the duration of Maternity, Adoption or Other Parent Leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- 35.29. The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to communicate with the Employee.

Health and safety of pregnant Employees

- 35.30. If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the Employer should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but, is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.
- 35.31. If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born whichever is the earlier.

- 35.32. Where a pregnant Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

36. Out of Home Care Leave

- 36.1 Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child.
- 36.2 Eligibility for a period of Out of Home Care Leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person.
- 36.3 Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- 36.4 Out of Home Care leave commences at the date of placement of the child.
- 36.5 Employees who are granted Out of Home Care Leave also have a right to request extended Parental Leave and return to work on a part-time basis.

37. Altruistic Surrogacy Leave

- 37.1 General
- 37.1.1 Employees are entitled to Altruistic Surrogacy Leave when they are to be the care giver of a child subject to a parentage order made under the *Surrogacy Act 2010*.
- 37.1.3 Altruistic Surrogacy Leave commences on the date that the Employee assumes the role of primary caregiver of the child.
- 37.2 Paid Altruistic Surrogacy Leave
- 37.2.1 Employees who have completed at least 40 weeks continuous service prior to the commencement of altruistic surrogacy leave are entitled to paid leave at their ordinary rate of pay for:
- (i) fourteen weeks, or
 - (ii) the period of Altruistic Surrogacy Leave taken, whichever is the lesser period.
- 37.2.2 Leave may be taken at full pay, half pay or as a lump sum.
- 37.3 Unpaid Altruistic Surrogacy Leave
- 37.3.1 Employees are entitled to altruistic surrogacy leave for a maximum period of 12 months.
- 37.3.2 Employees who take Altruistic Surrogacy Leave may also reach agreement with the Employer to also take leave:
- (a) part-time for a period not exceeding two years; or
 - (b) partly full-time and partly part-time over a proportionate period of up to two years.
- 37.4 Specific evidentiary requirements applicable to taking altruistic surrogacy leave:
- 37.4.1 Employees are to notify the Employer at least four months before the expected birth and provide a copy of the pre-conception surrogacy agreement, as provided for under the *Surrogacy Act 2010* (redacted as necessary to protect the privacy of non-Employees);

- 37.4.2 At the time the Employee assumes the role of primary carer the Employee is to provide a statutory declaration advising that they are now the primary caregiver of the child and intend to make application for a parentage order as required under the *Surrogacy Act 2010*;
- 37.4.3 A copy of the parentage order application (redacted as necessary) is provided as soon as practicable after it is lodged; and
- 37.4.4 A copy of the parentage order (redacted as necessary) is provided as soon as practicable after it is granted.

38. Military Leave

- 38.1 A permanent Employee, who is a current member of the Australian Armed Forces, may apply for Military Leave to undertake a period of service with the Australian Armed Forces as a member of the Reserves.
- 38.2 Unless otherwise provided, Military Leave attracts the same conditions of other forms of Leave Without Pay. One exception is that Employees on defence reserve service are not required to take any accrued leave concurrently with all or part of their Military Leave.
- 38.3 In normal circumstances, if an Employee who is a member of the Reserves wishes to undertake continuous full time service with the Australian Armed Forces, that is voluntarily undertaken under subsection 50(3) of the *Defence Act 1903*, subsection 32A (3) of the *Naval Defence Act 1903* or subsection 4J (3) of the *Air Force Act 1923*, the approval of leave is at the discretion of the Employee's manager (with appropriate HR delegation).
- 38.4 An Employee who undertakes continuous fulltime service with the Australian Armed Forces is not entitled to paid Military Leave or Top up Pay from State Transit.
- 38.5 Permanent Employees with a minimum of six months continuous service with State Transit and staff with continuous service with other State Government Departments and/or instrumentalities, may be entitled to receive up to 19 days Paid Military Leave for service with the Reserves.
- 38.6 The entitlement to paid Military Leave is calculated from 1 July to 30 June on each occasion. It does not accrue from year to year. The entitlement to Paid Military Leave is limited to the day(s) on which the Employee would have ordinarily worked, had it not been for the need for Military Leave.
- 38.7 Paid Military Leave is only paid upon:
- a) The presentation of a Training/Attendance Notice, and a Certificate of Attendance.
 - b) The authorisation from the Employee's manager.
- 38.8 The rate of pay is at the Employee's ordinary rate of pay. No overtime, penalties, allowances or higher duties are paid.
- 38.9 Paid Military Leave is also not granted for attendance at military activities which occur after normal hours of duty or for days on which an Employee would not normally be on duty.
- 38.10 Employees not entitled to payment for Military Leave, who are required to attend military training and exercises as a member of the Reserves may be granted Military Leave Without Pay.

'Top-Up' Pay

- 38.11 When an employee entitled to Paid Military Leave has exhausted their entitlements they may be eligible for Military Leave Without Pay and a 'Top-Up' payment paid by State Transit. 'Top-Up Pay' may be available where the employee received less money from the Defence Reservists than the net pay they

would have received from State Transit for the same period, and the employee would ordinarily be required to work that day.

38.12 The following limitations apply to 'Top-Up' pay:

38.12.1 'Top-Up' pay is only available where an employee receives less money from the Defence Reserve than the ordinary net pay they would have received from State Transit for the same period but excludes payments for shift loadings, allowances, penalty payments and overtime had the employee earned would they have worked for State Transit.

38.12.2 Top-Up pay is also limited to payment to time the employee would ordinarily have been required to work for State Transit e.g. a Part Time employee who only works three days a week for State Transit will only receive 'To-Up' pay in respect of the three days they would have worked for State Transit.

38.12.3 Top-Up pay is capped at a maximum period of 12 months, consecutively or cumulatively, in any five-year period (any further payments are at the discretion of the Executive Director, People and Culture).

38.13 In the event an employee's ordinary rate of pay is not able to be determined, it shall be at the average of the employee's ordinary base rate for the six months immediately preceding the period of Military Leave.

38.14 If an employee exhausts Paid Military Leave entitlements (including top-up pay), they may be eligible to take Military Leave Without Pay.

39. Emergency Leave

39.1 Permanent and temporary Employees are eligible for paid Emergency Leave if they are:

(a) Members of the State Emergency Services (SES), NSW Rural Fire Service (RFS) or other volunteer organisations recognised by NSW Government's Office of Emergency Management (OEM) to attend:

- (i) State emergencies;
- (ii) Training and conferences.

(b) Unable to attend work due to severe weather conditions or other disasters.

39.2 Emergency Leave is available regardless of length of service.

39.3 Emergency leave is limited to the time required to cope with the immediate emergency and may not be accumulated from year to year.

39.3.1 Employees who are member of the SES/RFS/other recognised volunteer organisations:

Employees performing duties for the SES, RFS or other recognised volunteer organisations are entitled to the following leave:

- (a) Unlimited leave to attend State Emergencies declared in accordance with the relevant legislation or announced by the Premier,
- (b) Up to five (5) days emergency leave each year to attend conferences and training as part of their role.

39.3.2 Other Employees

Employees involved in a situation where life or property is threatened, or who are affected by severe weather conditions or other disasters, are entitled to a maximum of two (2) days emergency leave each year. Leave will not be granted if there is no element of emergency.

- 39.4 If Employees require additional leave to attend conferences and training courses relating to roles with the SES, RFS or other recognised volunteer organisations, or to attend to personal matters relating to severe weather conditions or other disasters, they may apply for annual leave, leave without pay or if applicable long service leave. Emergency leave counts as service for all purposes.
- 39.5 Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.

40. Purchased Leave for Personal or Family Reasons

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

41. Picnic Day

- 41.1. Where reasonably practicable an Officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the Officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 41.2. Where an Employee is required by the Employer to work on a Picnic Day, the Employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:

- seven hours pay: for Employees engaged on 35-hour week;
- seven hours and 36 minutes pay: for Employees engaged on 38-hour-week.

- 41.3. The Employer shall require from an Officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the Employer but not produced by an Officer, no payment will be made to the Officer for the day.
- 41.4. An officer who is not required by the Employer to work in the area in which the Officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the Employer.
- 41.5. An Officer who elects to work in accordance with subclause 41.4 shall not be entitled to any additional payment for the Picnic Day.

42. Public Holidays

- 42.1. Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.

- 42.2. For Salaried Officers:

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

- 42.3. For Senior Officers:

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

43. Concessional Day

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

44. Capping of Additional Days Off (ADOs)

- 44.1. Subject to subclause 44.2, Officers, other than Officers required to perform shift work, may clear ADOs as one whole day or as two half-days.
- 44.2. Subject to the prior approval of the Officer's manager, an Officer, may accumulate up to a maximum of five ADOs (inclusive of half ADOs).
- 44.3. Managers in consultation with Employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOs.
- 44.4. Subject to sub-clause 44.5, failure to clear ADOs will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOs.
- 44.5. Where the failure to clear an ADO (in excess of five accumulated ADOs) arises at the request or direction of the Employer, an Officer will be paid at the applicable overtime rate for the ADO worked.

SECTION 1F - FLEXIBLE WORK ARRANGEMENTS**45. Make Up Time**

- 45.1. An Employee may elect, with the consent of the Employer, to work "make up time" under which the Employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Award.
- 45.2. An Employee on shift work may elect, with the consent of the Employer, to work "make up time" under which the Employee takes time off ordinary hours and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

46. Career Break

- 46.1. A permanent Employee who has had continuous service with the Employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 46.2. The terms and conditions under which an Employee may take a Career Break are listed below and also subject to the Employer's policy and procedure.
- 46.3. The minimum period for a Career Break is six (6) months. The maximum period for a Career Break is 24 months.
- 46.4. An Employee must provide three months notice of a request to take a Career Break.
- 46.5. Any Employee taking Career Break leave will be required to clear all accrued Annual Leave and Public Holidays prior to commencing leave.
- 46.6. Any unpaid period of the Career Break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 46.7. At the commencement of the Career Break, Employees must return their Employee Travel Pass.
- 46.8. 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.
- 46.9. Where there is no position immediately available at the same grade for Employees taking 12 months or less leave, the Employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the Career Break.
- 46.10. Employees who are absent beyond the maximum leave period in 46.3 above will be subject to clause 24 of this Award.
- 46.11. Applications for Career Breaks will be approved at the Employer's discretion.

47. Flexible Working Arrangements

- 47.1. Flexible work arrangements may be agreed between the Employer and a staff member.
- 47.2. In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
- (a) Working from home and/or another location;
 - (b) Changing from full-time to part-time employment on a temporary or permanent basis;
 - (c) Job-sharing;

- (d) Transition to retirement arrangements.
- 47.3. A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 47.4. The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.
- 47.5. The terms and conditions under which an Employee can work flexibly are also subject to policies and procedures of the Employer.
- 47.6. Flexible work arrangements do not preclude the Employee from accessing provisions of the Award such as overtime and leave.

SECTION 1G - GENERAL

48. Higher Duties for Senior and Salaried Officers

Salaried Officers in Higher Grade Positions

- 48.1. Any Salaried Officer required to relieve in a higher grade shall be paid at least the minimum salary of the higher grade for the period of the relief, provided that the Officer's manager or supervisor certifies that the Officer is carrying out the normal duties of the higher-grade position. Where a minimum period of one full shift has been worked, a Network Controller acting as a Senior Network Controller will be paid higher duties for the period of relief.

Senior Officers in Higher Grade Positions

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

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

Salaried and Senior Officers Generally

- 48.3. 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.
- 48.4. All time spent by a Salaried or Senior Officer relieving in a higher grade for which credit has been allowed for the purpose of subclause 48.2, 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.
- 48.5. 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.
- 48.6. Any Salaried or Senior Officer who has relieved in a higher grade position for 12 calendar months either continuously or non-continuously shall, while performing such duties, be paid the next higher rate of pay, if any, prescribed for such higher position provided that where the duty is non-continuous, periods of less than one week shall not count.

49. Employee Travel Passes

- 49.1 Subject to NSW Government Policy, relevant legislation and regulations and the provisions of the Metropolitan Bus Systems Contract, for the life of this Award, the Employer will recognise Employee Travel Passes for all permanent Employees.

50. Workplace Health and Safety Training

- 50.1. 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.
- 50.2. The Employer will determine the standards and requirements of training for Employees, in consultation with Employees and their representatives, including any Union party to this Award. A certificate will be awarded to Employees who successfully complete the training.
- 50.3. Every Employee will have the opportunity to attend a minimum of two hours paid WHS awareness training each calendar year.

51. Drug and Alcohol Testing

- 51.1. 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.

52. Childcare

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

53. Quality Certification

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

54. Contestability

- 54.1. 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.

55. Introduction of New Technology

- 55.1. Where the Employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on Employees, the Employer shall notify Employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.
- 55.2. 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.
- 55.3. Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary Employees will be provided with appropriate training.

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

56. Job Evaluation Review Process

- 56.1. Where a new position is created, or where an incumbent Employee, the relevant Union or the Employer believe that an existing position should be reviewed, the following shall apply:
- 56.1.1. A qualified member of the People and Culture Division will, in consultation with the line management and the affected incumbent, prepare the draft Position Description ensuring consistency with the organisational framework.
 - 56.1.2. The draft Position Description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional Executive Director (or the Chief Executive where appropriate) and amended to reflect any feedback.
 - 56.1.3. The position will be evaluated by a qualified member of the People and Culture Division and approved by the Executive Director, People and Culture (or the Chief Executive where appropriate).
- 56.2. If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the People and Culture Division, the relevant Executive Director / Director, or their representative, the affected Employee and one Employee representative, suitably qualified chosen by the relevant Union(s).
- 56.3. If a disagreement remains in relation to the outcome of the evaluation process, the Employer will consider representations made by the relevant Union(s) and may seek to have the position evaluated externally, before making a final determination.

PART 2 - CORE CONDITIONS FOR SALARIED OFFICERS

57. Hours of Duty for Salaried Officers

- 57.1. Except as provided for in subclauses 57.2 and 57.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 57.2. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 57.3. Clerical and administrative Employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 57.4. Where an Employee is required to work less than 38 hours per week and where a recognised finishing time exists, no Employee shall be called upon to work beyond that time.
- 57.5. The span of ordinary hours shall be 6.30am to 5.30pm. These hours may be altered by mutual agreement in writing between the Employer and the Employee in accordance with flexible working arrangements.
- 57.6. As far as practicable, Officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 57.7. 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 am) in every three and one Sunday off in every three.

- 57.8. In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

58. Minimum Payments

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

59. Spread of Hours

- 59.1. All time worked from time first signed on a broken shift shall be paid at the following rates:
- 59.1.1. Between a spread of 9.5 hours and 10.5 hours - time and a half;
- 59.1.2. After 10.5 hours - double time.
- 59.2. Officers shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.

60. Overtime

- 60.1. Except as provided for in subclause 60.2 below, Employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.
- 60.2. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 57.2, Employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.
- 60.3. In calculating the number of hours worked per week, any leave shall be treated as time worked.
- 60.4. Except in special circumstances, no Employee shall work overtime unless authority for so working is first given by an Employee responsible for authorising overtime, and whenever possible, Employees shall be given 24 hours notice of the requirement that they work overtime.
- 60.5. For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.
- 60.6. Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.
- 60.7. Payment for overtime shall be made at the following rates:
- 60.7.1. 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.
- 60.7.2. Except as provided for in subclause 60.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.
- 60.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per subclause 57.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.
- 60.7.4. Except as provided for in subclause 60.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.

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

61. Time Off in Lieu of Payment for Overtime

- 61.1. 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.
- 61.2. 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.
- 61.3. The Employer shall, if requested by an Employee, provide payment at the rate provided for in this clause for any overtime worked as per subclause 60.1 where such time has not been taken within four weeks of accrual.
- 61.4. The Employer shall record time off in lieu arrangements for each occasion this provision is used.

62. Sunday Time

- 62.1. Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 62.2. 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.
- 62.3. Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

63. Saturday Time

- 63.1. Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 63.2. 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.
- 63.3. Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Award provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

64. Shift Work Allowance

- 64.1. Definitions for the purpose of this clause are:
 - 64.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
 - 64.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
 - 64.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.
- 64.2. Shift Work Allowances
 - 64.2.1. 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.
 - 64.2.2. Other Officers shall be paid half the allowance herein prescribed for the same time on duty.
 - 64.2.3. 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.
 - 64.2.4. 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.
 - 64.2.5. Other Officers shall be paid half the loading herein prescribed for the same turn of duty.

65. Time Off Between Shifts

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

66. Rostered Day Off

- 6.1. An Officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.
- 66.2. 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.
- 66.3. 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.
- 66.4. This clause shall not operate in the cases of Employees attending for any re-examinations.

67. Excess Travelling Time

- 67.1. 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.
- 67.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.
- 67.1.2. In addition the Employee shall be paid an allowance of 25 minutes, calculated as per subclause 67.4, daily in lieu of all scheduled connections where public transport is used.
- 67.2. 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.
- 67.3. 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.
- 67.4. Ordinary rates for the purposes of this clause, means the rates paid for the work on which the Employee is engaged for the day.
- 67.5. When an Employee is required to travel on duty outside the hours of his/her normal rostered shift, the Employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.
- 67.6. The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.
- 67.7. 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.
- 67.8. 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.
- 67.9. Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

68. Change of Usual Workplace

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

69. Increment Increases

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

70. Termination of Employment

Notice of termination by Employer

- 70.1. In order to terminate the employment of a permanent full-time or part-time Employee the Employer shall give to the Employee the period of notice specified in the table below:

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

- 70.2. In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 70.3. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Employer making payment for the remainder of the period of notice.
- 70.4. In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 70.5. The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual Employees, Apprentices or Employees engaged for a specific period of time or for a specific task or tasks.

Notice of termination by an Employee

- 70.6. The notice of termination required to be given by an Employee is the same as that required of an Employer, save and except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.
- 70.7. If an Employee fails to give notice the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

Time off during notice period

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

71. Salary Rates

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

- 71.2. Junior Salaries

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

71.3. Salaried Officers

Grade	Relativity %
1	83
2	100
3	103
4	110
5	118
6	129
Special	140

72. Classification Structure

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

PART 2A - ADMINISTRATIVE STREAM**73. Direct Appointment**

- 73.1. 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.

74. Filling of Authorised Positions

- 74.1. When a position becomes vacant, the Employer shall determine if the position is to continue as an Authorised Position.
- 74.2. The Employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

75. Traineeships

- 75.1. It is agreed that traineeships be offered by the Employer to enable such Employees to gain Salaried Officers experience, with the possibility of future appointment within the administrative areas.

PART 2B - MAINTENANCE STREAM**76. Filling of Authorised Positions**

- 76.1. When a position becomes vacant, the Employer shall determine if the position is to continue as an authorised position.
- 76.2. The Employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with clause 23 - Temporary Appointment.

77. Flexibility

- 77.1. 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.
- 77.2. 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.

78. Master Roster Changes

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

PART 2C - OPERATIONAL SUPPORT STREAM

79. Revenue Rooms

- 79.1. To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the Revenue Room to perform the following duties:
- Change note fold, if necessary.
 - Rectify faults as required.
 - Rebooting computers and saving information.
 - Issue of lost property.
- 79.2. 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.

70. Pass Issue

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

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

- 81.1. Duty Officers and Network Supervisors can be required to check driver's licenses, Ministry of Transport accreditation of staff operating the Employer's vehicles and the presentation of Bus Operators.

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

- 82.1. It is agreed between the parties that Duty Officers and Network Supervisors will perform minor cleaning and maintenance to street furniture. In addition they will exchange on board Automatic Fare Collection equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.
- 82.2. Any Employee covered by this Award who has the skills may be utilised to exchange on board ticketing equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

83. Performance Assessment of Bus Operators

- 83.1. To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.
- 83.2. To determine if Bus Operators are meeting the required standards, it is agreed between the parties that Duty Officers and Network Supervisors will monitor bus operator performance.

84. Minor Bus Repairs

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

85. Bus Operations

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

86. Handover Period

- 86.1. Where a Duty Officer, a Network Supervisor, or a Network Control Supervisor signs off and is replaced, and their work is taken over by another Duty Officer, a Network Supervisor, or a Network Control Supervisor, there will be a ten minute handover period built into the shift.

87. Fatigue Management

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

88. Duty Officer (Night) Relief

- 88.1. All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 88.2. There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 90.31 to 92.3 inclusive, of this Award).

89. Network Control Centre Qualification Training

- 89.1. The employer will provide periodical training for Employees who wish to work in the Network Control Centre.
- 89.2. Applicants for the training will be selected on merit.
- 89.3. Successful applicants will participate in a full training course that will provide them with the skills to work in the Network Control Centre.
- 89.4. Applicants who successfully complete the training will participate in a Network Control Centre development program.
- 89.5. Once qualified, Employees will be added to a development pool, consisting of no less than eight Employees.
- 89.6. Qualified Employees will be rostered periodically to work in the Network Control Centre. This will be done on a rotational basis through the development pool.
- 89.7. Qualified Employees may be asked to work in the Network Control Centre from time to time subject to operational requirements.

90. Duty Officers and Network Supervisors Roster Principles

- 90.1. These principles only apply to those employees that are classified as, or acting as, Duty Officers or Network Supervisors and will be rostered 152 ordinary hours in a four-week cycle.
- 90.2. Employees will be rostered one ADO in each four-week roster cycle.

CONSULTATION

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

MASTER ROSTER

- 90.5. A Master Roster is the template that all period rosters are based upon and will contain all known work.

INTRODUCTION OF MASTER ROSTERS

- 90.6. 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.
- 90.7. Master Rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected Employees, Master Rosters will be adjusted in the following manner:
- 90.7.1. On the 28th day prior to introduction, a copy of the new Duty and Period Roster is to be given to all affected Employees and an additional copy placed on the depot notice board.
- 90.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
- 90.7.3. The roster is to be displayed on the Tuesday prior to introduction.
- 90.8. Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RMS regulations.

PERIOD ROSTERS

- 90.9. Four weekly Period Rosters are constructed by using the Master Roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 90.10. Period Rosters will be posted on the Tuesday prior to the commencement of the new Period Roster on the Sunday.
- 90.11. When constructing the Period Roster, if a day off pattern in the Period Roster is altered to be different to the Master Roster, the relevant manager will consult with affected Employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.

- 90.12. If an Employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the Employee and Employer.
- 90.13. Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 90.14. Special events are to be built into the Period Roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected Employees.
- 90.15. When constructing the Period Roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Duty Officer or Network Supervisor. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the Employer determines 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

- 90.16. No alteration shall be made to the hours of work of any Employee except in cases of sickness, accident, failure of duty or suspension from duty of an Employee, attendance of an Employee at court or leave for Employees at short notice, unless the Employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the Employer and Employee. If an Employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 90.17. The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 90.18. Where the Employer makes a decision to fill a vacant Duty Officer or Network Supervisor shift at any depot the following procedures will apply:
- 90.18.1. When maintaining the Period Roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Duty Officer or Network Supervisor. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 90.18.2. When the vacant shift is to be DOC'd into the roster, it will be offered to the Duty Officer or Network Supervisor from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.
- 90.18.3. Should there be no Officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Duty Officers or Network Supervisors from other areas in Sydney. The shift to be DOC'd will be offered to the Officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.
- 90.18.4. If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Duty Officer or Network Supervisor with their duties.
- 90.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 90.20. Any Employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 90.21. If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.

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

OVERTIME

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

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

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

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

EMPLOYEES ON LOAN

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

REDUCTIONS IN LINES OF WORK

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

VACANT LINE OF WORK

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

90.30. When a line of work becomes vacant the Employer will:

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

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

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

CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER

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

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

DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER

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

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

91. Network Control Centre Roster Principles

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

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

CONSULTATION

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

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

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

MASTER ROSTER

91.5. A Master Roster is the template that all Period Rosters are based upon.

INTRODUCTION OF MASTER ROSTERS

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

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

91.7.1. On the 28th day prior to introduction, a copy of the new Duty and Period Roster is to be given to all affected Employees and an additional copy placed on the depot notice board.

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

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

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

PERIOD ROSTERS

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

91.10. Period Rosters will be posted on the Tuesday prior to the commencement of the new Period Roster on the Sunday.

- 91.11. When constructing the Period Roster, if a day off pattern in the Period Roster is altered to be different to the Master Roster, the relevant manager will consult with affected Employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.
- 91.12. When constructing the Period Roster, higher-grade Senior duties should be rostered first on a rotational basis. The suitability of a Network Controller to act in the Senior's position will be at the discretion of management in consultation with a Senior Network Controller, and the Employee's representative. Once rostered the supervisor shift, that Employee will be deemed to be the Senior on that shift unless a mutual swap is arranged with a Senior whom has been rostered a DOC.
- 91.13. If an Employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the Employee and Employer.
- 91.14. Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of Fatigue Management principles and will be in accordance with any industrial instruments governing the Employees.
- 91.15. Special events shifts are to be built into the Period Roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected Employees.
- 91.16. When constructing the Period Roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified Employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

DAILY MAINTENANCE OF PERIOD ROSTERS

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

- 91.21. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 91.22. If an Employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 91.23. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am, unless mutually agreed between the Employee and Employer.

OVERTIME

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

EMPLOYEES ON LOAN

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

REDUCTIONS IN LINES OF WORK

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

VACANT LINE OF WORK

- 91.30. When a line of work becomes vacant, it will be first offered to the holiday relief Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 91.31. When a vacant line of work becomes vacant the Employer will:
- 91.31.1. Make a decision about how the position is to be filled.
 - 91.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
 - 91.31.3. If the Employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

PART 3 - SENIOR OFFICER STREAM

92. Hours of Work for Senior Officers

- 92.1. The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 92.2. Casual and Temporary Senior Officers may be required to work at any of the Employer's work locations.

- 92.3. Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be arranged within shift limits specified in 96.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

93. Span of Hours

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

94. Overtime and Recall to Duty Provisions for Senior Officers

Overtime

- 94.1. Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the Employer and Employees and their representatives, may make arrangements for a payment to be made to Employees required to work overtime, consistent with sub-clause 94.2.
- 94.2. Subject to the prior approval of the relevant Executive Director, 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.
- 94.3. When overtime work is necessary it shall, where reasonably practicable, be arranged so that Employees have at least ten consecutive hours off duty between the work of successive days.

Recall to Duty

- 94.4. A Senior Officer recalled to duty outside of the Employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in subclause 94.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 94.5. Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's Executive Director.

Time off in lieu

- 94.6. Where overtime is payable to a Senior Officer, and where the relevant Executive Director agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 94.7. Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 94.8. The Employer shall record time off in lieu arrangements for each time this provision is used.

95. Transfers Within the Division

- 95.1. 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.

96. Performance Agreement Programs

- 96.1. Increment increases for all Senior Officers will be subject to satisfactory performance.
- 96.2. The Executive Director, People and Culture will determine Performance Agreement Programs for each area or classification. Individual Performance Agreements will be developed and agreed between the individual Employee and their manager. The programs will include, but not be limited to:

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

- 96.3. 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.
- 96.4. The Executive Director, People and Culture will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 96.5. During the development of overall Performance Agreement Programs, an incentive payment for Employees at the top of their respective band will be developed.

97. Increment Increases

- 97.1. A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 99.
- 97.2. If an Employee's performance has been unsatisfactory over the twelve month increment period subject to clause 28, the manager, in consultation with the relevant Director/Executive Director may make application to the Executive Director, People and Culture to withhold a due increment. All cases must be fully documented with supporting reasons.
- 97.3. If an Employee's performance has been exceptional over the 12-month increment period subject to clause 99, the Manager, in consultation with the Area Director/Executive Director may make application to the Executive Director, People and Culture to grant a two-step increment. All cases must be fully documented with supporting reasons.

98. Filling of Authorised Positions

- 98.1. When a position becomes vacant, the Employer shall determine if the position is to continue as an Authorised Position.
- 98.2. The Employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with clause 23, Temporary Appointments.

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

- 99.1. Where an Employee is promoted, or acts in a higher graded position, the Employee will receive either:
- 99.1.1. The minimum salary of the grade of the position to which the Employee is being promoted or is acting in; or
 - 99.1.2. Should the Employee's existing salary be greater than the minimum salary of the higher graded position, the Employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.
- 99.2. The Employer may offer a salary greater than that provided in subclauses 99.1.1 and 99.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two Executive

Directors, including the Executive Director, People and Culture agree. Such approval must be documented and can only be given where both Executive Directors are satisfied that either:

- a) The experience, ability and qualifications of the Employee warrant a salary higher than that applying in subclauses 99.1.1 and 99.1.2, or
- b) The Employee's current rate of pay is already close to, or above, that provided in subclauses 99.1.1 and 99.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

SCHEDULE A

Senior Officers' Pay Rates

Includes 0.3 % increase applied from the first full pay period after 1 January 2021

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	92,026	95,229	98,661	102,497	106,949
B	105,949	109,442	113,226	117,366	121,854
C	118,142	122,011	126,232	130,687	135,510
D	131,265	135,566	140,175	145,414	151,084
E	144,396	149,196	154,726	160,737	167,379
F	160,337	165,666	171,601	178,098	185,342
G	175,149	181,329	188,103	195,218	203,109

Includes 1.04 % increase applied from the first full pay period after 1 January 2022:

Grade	Step 1 \$	Step 2 \$	Step 3 \$	Step 4 \$	Step 5 \$
A	92,983	96,219	99,687	103,563	108,061
B	107,051	110,580	114,404	118,587	123,121
C	119,371	123,280	127,545	132,046	136,919
D	132,630	136,976	141,633	146,926	152,655
E	145,898	150,748	156,335	162,409	169,120
F	162,005	167,389	173,386	179,950	187,270
G	176,971	183,215	190,059	197,248	205,221

These rates do not include the Industry Allowance

SCHEDULE B

Salaried Officers' Pay rates

Wage Increase	0.3%	1.04%
Clerk Grade 1	From first full pay period on or after 1-Jan-21	From first full pay period on or after 1-Jan-22
1st year	\$48,700	\$49,206
2nd year	\$50,845	\$51,374
3rd year	\$52,531	\$53,077
4th year	\$54,695	\$55,264
5th year	\$56,151	\$56,735
6th year	\$57,835	\$58,436
Clerk Grade 2		
1st year	\$58,651	\$59,261
2nd year	\$59,469	\$60,087

Clerk Grade 3		
1st year	\$60,514	\$61,143
2nd year	\$61,991	\$62,636
3rd year	\$63,002	\$63,657
Clerk Grade 4		
1st year	\$64,251	\$64,919
2nd year	\$65,915	\$66,601
3rd year	\$67,701	\$68,405
Clerk Grade 5		
1st year	\$69,147	\$69,866
2nd year	\$71,851	\$72,598
3rd year	\$74,065	\$74,835
Clerk Grade 6		
1st year	\$75,526	\$76,311
2nd year	\$77,612	\$78,419
3rd year	\$80,544	\$81,382
Clerk Grade Special		
1st year	\$81,991	\$82,844
2nd year	\$86,328	\$87,226
3rd year	\$90,712	\$91,655

These rates do not include the Industry Allowance

SCHEDULE C

ALLOWANCES

Item	Description	From first full pay period on or after 1-Jan-21	From first full pay period on or after 1-Jan-22
	Increase	0.3%	1.04%
1	Shift Work Allowance		
A	Afternoon Shift	\$3.84	\$3.88
B	Night Shift	\$4.46	\$4.51
C	Early Morning Shift	\$3.84	\$3.88
2	Shift Work Loading	\$2.94	\$2.97
3	Industry Allowance	\$2,796	\$2,825
4	Uniform Allowance		
	Complimentary Initial Issue	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 hat 1 rain set	
	Annual uniform allowance is equivalent to the cost of purchasing	2 trousers 3 shirts 1 jacket	

N. CONSTANT, *Chief Commissioner*

(1577)

SERIAL C9261

AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 141399 of 2021)

Before Commissioner Murphy

27 May 2021

VARIATION

- Delete clause 40, Classification Structure of Part B, of the award published 27 March 2020 (387 I.G. 452) and insert in lieu thereof the following:

40. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Classification	Rates from ffppoa 01/07/2019 (2.5%) per week	Rates from ffppoa 01/07/2020 (0.3%) per week
Administrative Assistants		
Junior		
At 16 Years	\$701.19	\$703.29
At 17 Years	\$732.27	\$734.47
Grade 1		
1st Year	\$785.33	\$787.69
2nd Year	\$802.27	\$804.68
3rd Year	\$822.76	\$825.23
4th Year	\$858.78	\$861.36
5th Year and Thereafter	\$888.93	\$891.60
Grade 2		
1st Year	\$921.40	\$924.16
2nd Year	\$942.84	\$945.67
3rd Year	\$958.08	\$960.95
4th Year and Thereafter	\$980.13	\$983.07
Grade 3		
1st Year	\$998.31	\$1,001.30
2nd Year	\$1,024.58	\$1,027.65
3rd Year	\$1,067.86	\$1,071.06
4th Year and Thereafter	\$1,091.07	\$1,094.34
Grade 4		
1st Year	\$1,115.65	\$1,119.00
2nd Year	\$1,139.08	\$1,142.50
3rd Year	\$1,163.24	\$1,166.73
4th Year and Thereafter	\$1,187.64	\$1,191.20
Senior Administrative Assistant		
Grade 1		
1st Year	\$1,210.74	\$1,214.37
2nd Year and Thereafter	\$1,240.17	\$1,243.89

Grade 2		
1st Year	\$1,277.79	\$1,281.62
2nd Year and Thereafter	\$1,309.50	\$1,313.43
Grade 3		
1st Year	\$1,352.89	\$1,356.95
2nd Year and Thereafter	\$1,386.52	\$1,390.68
Pay Clerks		
Grade 3/4		
1st Year	\$1,142.97	\$1,146.40
2nd Year and Thereafter	\$1,242.25	\$1,245.98
Senior Pay Clerk		
1st Year and Thereafter	\$1,309.50	\$1,313.43
Administrative Officer		
Grade 1		
1st Year	\$1,437.89	\$1,442.20
2nd Year and Thereafter	\$1,476.76	\$1,481.19
Grade 2		
1st Year	\$1,501.04	\$1,505.54
2nd Year and Thereafter	\$1,541.06	\$1,545.68
Grade 3		
1st Year	\$1,590.54	\$1,595.31
2nd Year and Thereafter	\$1,639.61	\$1,644.53
Senior Administrative Officer		
Grade 1		
1st Year	\$1,705.17	\$1,710.29
2nd Year and Thereafter	\$1,754.77	\$1,760.03
Grade 2		
1st Year	\$1,809.49	\$1,814.92
2nd Year and Thereafter	\$1,864.24	\$1,869.83
Computer Operator		
Grade 1		
1st Year	\$941.56	\$944.39
2nd Year	\$965.53	\$968.43
3rd Year	\$1,002.93	\$1,005.94
4th Year and Thereafter	\$1,028.15	\$1,031.23
Grade 2		
1st Year	\$1,036.24	\$1,039.35
2nd Year	\$1,100.20	\$1,103.50
3rd Year and Thereafter	\$1,138.33	\$1,141.74
Computer Programmer		
1st Year	\$1,350.16	\$1,354.21
2nd Year	\$1,434.94	\$1,439.24
3rd Year	\$1,586.45	\$1,591.21
4th Year and Thereafter	\$1,701.90	\$1,707.01
Control Centre Communications Assistants		
Trainee	\$1,100.20	\$1,103.50
1st Year	\$1,172.40	\$1,175.92
2nd Year	\$1,198.13	\$1,201.72
3rd Year	\$1,223.14	\$1,226.81
4th Year and Thereafter	\$1,249.19	\$1,252.94
Control Centre Assistant Supervisor		
1st Year	\$1,189.09	\$1,192.66
2nd Year	\$1,214.32	\$1,217.96
3rd Year	\$1,239.95	\$1,243.67
4th Year and Thereafter	\$1,265.57	\$1,269.37

Control Centre Senior Supervisor		
1st Year	\$1,290.38	\$1,294.25
2nd Year and Thereafter	\$1,322.13	\$1,326.10
Quality Support Coordinator		
1st Year	\$1,590.54	\$1,595.31
2nd Year and Thereafter	\$1,639.61	\$1,644.53

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

(061)

SERIAL C9266

CROWN EMPLOYEES (POLICE OFFICERS - 2017) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(Case No. 151448 of 2020)

Before Chief Commissioner

9 June 2021

VARIATION

1. Delete Part B, Monetary Rates, of the award published 6 April 2018 (382 I.G. 794) and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Non-Commissioned Officers' (Other than Detectives and Police Prosecutors) Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	62,836	70,062
Constable Level 2	65,208	72,707
Constable Level 3	67,576	75,347
Constable Level 4	69,945	77,989
Constable Level 5	71,134	79,314
	-	-
Senior Constable Level 1	78,253	87,252
Senior Constable Level 2 Step 1	79,432	88,567
Senior Constable Level 2 Step 2	79,432	88,567
Senior Constable Level 3 Step 1	82,991	92,535
Senior Constable Level 3 Step 2	82,991	92,535
Senior Constable Level 3 Step 3	82,991	92,535
Senior Constable Level 4 Step 1	87,735	97,825
Senior Constable Level 4 Step 2	87,735	97,825
Senior Constable Level 5 Step 1	90,103	100,465
Senior Constable Level 5 Step 2	90,103	100,465
Senior Constable Level 6	91,287	101,785
	-	-
Leading Senior Constable Level 1 Step 1	94,192	105,024
Leading Senior Constable Level 1 Step 2	94,192	105,024
Leading Senior Constable Level 2	96,646	107,760
	-	-
Sergeant 1st Year	92,477	103,112
Sergeant 2nd Year	92,477	103,112
Sergeant 3rd Year	97,217	108,397
Sergeant 4th Year	97,217	108,397
Sergeant 5th Year	100,772	112,361
Sergeant 6th Year	100,772	112,361
Sergeant 7th Year	105,518	117,653
Sergeant 8th Year	105,518	117,653

Sergeant 9th Year	106,700	118,971
	-	-
Senior Sergeant 1st Year	105,518	117,653
Senior Sergeant 2nd Year	105,518	117,653
Senior Sergeant 3rd Year	106,700	118,971
Senior Sergeant 4th Year	109,068	121,611
Senior Sergeant 5th Year	112,539	125,481

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	64,407	71,814
Constable Level 2	66,838	74,524
Constable Level 3	69,265	77,230
Constable Level 4	71,694	79,939
Constable Level 5	72,912	81,297
Senior Constable Level 1	80,209	89,433
Senior Constable Level 2 Step 1	81,418	90,781
Senior Constable Level 2 Step 2	81,418	90,781
Senior Constable Level 3 Step 1	85,066	94,849
Senior Constable Level 3 Step 2	85,066	94,849
Senior Constable Level 3 Step 3	85,066	94,849
Senior Constable Level 4 Step 1	89,928	100,270
Senior Constable Level 4 Step 2	89,928	100,270
Senior Constable Level 5 Step 1	92,356	102,977
Senior Constable Level 5 Step 2	92,356	102,977
Senior Constable Level 6	93,569	104,329
	-	-
Leading Senior Constable Level 1 Step 1	96,547	107,650
Leading Senior Constable Level 1 Step 2	96,547	107,650
Leading Senior Constable Level 2	99,062	110,454
	-	-
Sergeant 1st Year	94,789	105,690
Sergeant 2nd Year	94,789	105,690
Sergeant 3rd Year	99,647	111,106
Sergeant 4th Year	99,647	111,106
Sergeant 5th Year	103,291	115,169
Sergeant 6th Year	103,291	115,169
Sergeant 7th Year	108,156	120,594
Sergeant 8th Year	108,156	120,594
Sergeant 9th Year	109,368	121,945
	-	-
Senior Sergeant 1st Year	108,156	120,594
Senior Sergeant 2nd Year	108,156	120,594
Senior Sergeant 3rd Year	109,368	121,945
Senior Sergeant 4th Year	111,795	124,651
Senior Sergeant 5th Year	115,352	128,617

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	66,017	73,609
Constable Level 2	68,509	76,388
Constable Level 3	70,997	79,162
Constable Level 4	73,486	81,937

Constable Level 5	74,735	83,330
	-	-
Senior Constable Level 1	82,214	91,669
Senior Constable Level 2 Step 1	83,453	93,050
Senior Constable Level 2 Step 2	83,453	93,050
Senior Constable Level 3 Step 1	87,193	97,220
Senior Constable Level 3 Step 2	87,193	97,220
Senior Constable Level 3 Step 3	87,193	97,220
Senior Constable Level 4 Step 1	92,176	102,776
Senior Constable Level 4 Step 2	92,176	102,776
Senior Constable Level 5 Step 1	94,665	105,551
Senior Constable Level 5 Step 2	94,665	105,551
Senior Constable Level 6	95,908	106,937
	-	-
Leading Senior Constable Level 1 Step 1	98,961	110,342
Leading Senior Constable Level 1 Step 2	98,961	110,342
Leading Senior Constable Level 2	101,539	113,216
	-	-
Sergeant 1st Year	97,159	108,332
Sergeant 2nd Year	97,159	108,332
Sergeant 3rd Year	102,138	113,884
Sergeant 4th Year	102,138	113,884
Sergeant 5th Year	105,873	118,048
Sergeant 6th Year	105,873	118,048
Sergeant 7th Year	110,860	123,609
Sergeant 8th Year	110,860	123,609
Sergeant 9th Year	112,102	124,994
	-	-
Senior Sergeant 1st Year	110,860	123,609
Senior Sergeant 2nd Year	110,860	123,609
Senior Sergeant 3rd Year	112,102	124,994
Senior Sergeant 4th Year	114,590	127,768
Senior Sergeant 5th Year	118,236	131,833

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%		
Rank/Incremental Level	Base Salary Per Annum \$	Loaded Salary (+ 11.5%) Per Annum \$
Probationary Constable (Level 1)	67,172	74,897
Constable Level 2	69,708	77,724
Constable Level 3	72,239	80,546
Constable Level 4	74,772	83,371
Constable Level 5	76,043	84,788
Senior Constable Level 1	83,653	93,273
Senior Constable Level 2 Step 1	84,913	94,678
Senior Constable Level 2 Step 2	84,913	94,678
Senior Constable Level 3 Step 1	88,719	98,922
Senior Constable Level 3 Step 2	88,719	98,922
Senior Constable Level 3 Step 3	88,719	98,922
Senior Constable Level 4 Step 1	93,789	104,575
Senior Constable Level 4 Step 2	93,789	104,575
Senior Constable Level 5 Step 1	96,322	107,399
Senior Constable Level 5 Step 2	96,322	107,399
Senior Constable Level 6	97,586	108,808
Leading Senior Constable Level 1 Step 1	100,693	112,273

Leading Senior Constable Level 1 Step 2	100,693	112,273
Leading Senior Constable Level 2	103,316	115,197
Sergeant 1st Year	98,859	110,228
Sergeant 2nd Year	98,859	110,228
Sergeant 3rd Year	103,925	115,876
Sergeant 4th Year	103,925	115,876
Sergeant 5th Year	107,726	120,114
Sergeant 6th Year	107,726	120,114
Sergeant 7th Year	112,800	125,772
Sergeant 8th Year	112,800	125,772
Sergeant 9th Year	114,064	127,181
Senior Sergeant 1st Year	112,800	125,772
Senior Sergeant 2nd Year	112,800	125,772
Senior Sergeant 3rd Year	114,064	127,181
Senior Sergeant 4th Year	116,595	130,003
Senior Sergeant 5th Year	120,305	134,140

Table 2 - Detectives' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance And Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	69,945	74,196	84,099
Detective 2nd Year	71,134	75,385	85,424
Detective 3rd Year	78,253	82,504	93,362
Detective 4th Year	79,432	83,683	94,677
Detective 5th Year	82,991	87,242	98,645
Detective 6th Year	87,735	91,986	103,935
Detective 7th Year	90,103	94,354	106,575
Detective 8th Year	91,287	95,538	107,895
Detective 9th Year	94,192	98,443	111,134
Detective 10th Year	96,646	100,897	113,870
	-		
Detective Sergeant 1st Year	92,477	96,728	109,222
Detective Sergeant 2nd Year	92,477	96,728	109,222
Detective Sergeant 3rd Year	97,217	101,468	114,507
Detective Sergeant 4th Year	100,772	105,023	118,471
Detective Sergeant 5th Year	105,518	109,769	123,763
Detective Sergeant 6th Year	106,700	110,951	125,081
	-		
Detective Senior Sergeant 1st Year	105,518	109,769	123,763
Detective Senior Sergeant 2nd Year	106,700	110,951	125,081
Detective Senior Sergeant 3rd Year	109,068	113,319	127,721
Detective Senior Sergeant 4th Year	112,539	116,790	131,591

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	71,694	76,051	86,201
Detective 2nd Year	72,912	77,269	87,559
Detective 3rd Year	80,209	84,566	95,695
Detective 4th Year	81,418	85,775	97,043
Detective 5th Year	85,066	89,423	101,111
Detective 6th Year	89,928	94,285	106,532
Detective 7th Year	92,356	96,713	109,239
Detective 8th Year	93,569	97,926	110,591
Detective 9th Year	96,547	100,904	113,912
Detective 10th Year	99,062	103,419	116,716
	-		
Detective Sergeant 1st Year	94,789	99,146	111,952
Detective Sergeant 2nd Year	94,789	99,146	111,952
Detective Sergeant 3rd Year	99,647	104,004	117,368
Detective Sergeant 4th Year	103,291	107,648	121,431
Detective Sergeant 5th Year	108,156	112,513	126,856
Detective Sergeant 6th Year	109,368	113,725	128,207
	-		
Detective Senior Sergeant 1st Year	108,156	112,513	126,856
Detective Senior Sergeant 2nd Year	109,368	113,725	128,207
Detective Senior Sergeant 3rd Year	111,795	116,152	130,913
Detective Senior Sergeant 4th Year	115,352	119,709	134,879

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	73,486	77,952	88,356
Detective 2nd Year	74,735	79,201	89,749
Detective 3rd Year	82,214	86,680	98,088
Detective 4th Year	83,453	87,919	99,469
Detective 5th Year	87,193	91,659	103,639
Detective 6th Year	92,176	96,642	109,195
Detective 7th Year	94,665	99,131	111,970
Detective 8th Year	95,908	100,374	113,356
Detective 9th Year	98,961	103,427	116,761
Detective 10th Year	101,539	106,005	119,635
	-		
Detective Sergeant 1st Year	97,159	101,625	114,751
Detective Sergeant 2nd Year	97,159	101,625	114,751
Detective Sergeant 3rd Year	102,138	106,604	120,303

Detective Sergeant 4th Year	105,873	110,339	124,467
Detective Sergeant 5th Year	110,860	115,326	130,028
Detective Sergeant 6th Year	112,102	116,568	131,413
	-		6,419
Detective Senior Sergeant 1st Year	110,860	115,326	130,028
Detective Senior Sergeant 2nd Year	112,102	116,568	131,413
Detective Senior Sergeant 3rd Year	114,590	119,056	134,187
Detective Senior Sergeant 4th Year	118,236	122,702	138,252

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary (+ 11.5%, Allowance)
		(+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	74,772	79,316	89,902
Detective 2nd Year	76,043	80,587	91,319
Detective 3rd Year	83,653	88,197	99,804
Detective 4th Year	84,913	89,457	101,209
Detective 5th Year	88,719	93,263	105,453
Detective 6th Year	93,789	98,333	111,106
Detective 7th Year	96,322	100,866	113,930
Detective 8th Year	97,586	102,130	115,339
Detective 9th Year	100,693	105,237	118,804
Detective 10th Year	103,316	107,860	121,728
Detective Sergeant 1st Year	98,859	103,403	116,759
Detective Sergeant 2nd Year	98,859	103,403	116,759
Detective Sergeant 3rd Year	103,925	108,469	122,407
Detective Sergeant 4th Year	107,726	112,270	126,645
Detective Sergeant 5th Year	112,800	117,344	132,303
Detective Sergeant 6th Year	114,064	118,608	133,712
Detective Senior Sergeant 1st Year	112,800	117,344	132,303
Detective Senior Sergeant 2nd Year	114,064	118,608	133,712
Detective Senior Sergeant 3rd Year	116,595	121,139	136,534
Detective Senior Sergeant 4th Year	120,305	124,849	140,671

Table 3 - Police Prosecutors Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary (+ 11.5%, Allowance)
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	69,945	77,815	87,388
Prosecutor 2nd Year	71,134	79,004	88,713
Prosecutor 3rd Year	78,253	86,123	96,651
Prosecutor 4th Year	79,432	87,302	97,966
Prosecutor 5th Year	82,991	90,861	101,934

Prosecutor 6th Year	87,735	95,605	107,224
Prosecutor 7th Year	90,103	97,973	109,864
Prosecutor 8th Year	91,287	99,157	111,184
Prosecutor 9th Year	94,192	102,062	114,423
Prosecutor 10th Year	96,646	104,516	117,159
	-		
Prosecutor Sergeant 1st Year	92,477	100,347	112,511
Prosecutor Sergeant 2nd Year	92,477	100,347	112,511
Prosecutor Sergeant 3rd Year	97,217	105,087	117,796
Prosecutor Sergeant 4th Year	100,772	108,642	121,760
Prosecutor Sergeant 5th Year	105,518	113,388	127,052
Prosecutor Sergeant 6th Year	106,700	114,570	128,370
	-		
Prosecutor Senior Sergeant 1st Year	105,518	113,388	127,052
Prosecutor Senior Sergeant 2nd Year	106,700	114,570	128,370
Prosecutor Senior Sergeant 3rd Year	109,068	116,938	131,010
Prosecutor Senior Sergeant 4th Year	112,539	120,409	134,880

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	71,694	79,761	89,574
Prosecutor 2nd Year	72,912	80,979	90,932
Prosecutor 3rd Year	80,209	88,276	99,068
Prosecutor 4th Year	81,418	89,485	100,416
Prosecutor 5th Year	85,066	93,133	104,484
Prosecutor 6th Year	89,928	97,995	109,905
Prosecutor 7th Year	92,356	100,423	112,612
Prosecutor 8th Year	93,569	101,636	113,964
Prosecutor 9th Year	96,547	104,614	117,285
Prosecutor 10th Year	99,062	107,129	120,089
Prosecutor Sergeant 1st Year	94,789	102,856	115,325
Prosecutor Sergeant 2nd Year	94,789	102,856	115,325
Prosecutor Sergeant 3rd Year	99,647	107,714	120,741
Prosecutor Sergeant 4th Year	103,291	111,358	124,804
Prosecutor Sergeant 5th Year	108,156	116,223	130,229
Prosecutor Sergeant 6th Year	109,368	117,435	131,580
	-		
Prosecutor Senior Sergeant 1st Year	108,156	116,223	130,229
Prosecutor Senior Sergeant 2nd Year	109,368	117,435	131,580
Prosecutor Senior Sergeant 3rd Year	111,795	119,862	134,286
Prosecutor Senior Sergeant 4th Year	115,352	123,419	138,252

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	73,486	81,754	91,812
Prosecutor 2nd Year	74,735	83,003	93,205
Prosecutor 3rd Year	82,214	90,482	101,544
Prosecutor 4th Year	83,453	91,721	102,925
Prosecutor 5th Year	87,193	95,461	107,095
Prosecutor 6th Year	92,176	100,444	112,651
Prosecutor 7th Year	94,665	102,933	115,426
Prosecutor 8th Year	95,908	104,176	116,812
Prosecutor 9th Year	98,961	107,229	120,217
Prosecutor 10th Year	101,539	109,807	123,091
	-		
Prosecutor Sergeant 1st Year	97,159	105,427	118,207
Prosecutor Sergeant 2nd Year	97,159	105,427	118,207
Prosecutor Sergeant 3rd Year	102,138	110,406	123,759
Prosecutor Sergeant 4th Year	105,873	114,141	127,923
Prosecutor Sergeant 5th Year	110,860	119,128	133,484
Prosecutor Sergeant 6th Year	112,102	120,370	134,869
	-		
Prosecutor Senior Sergeant 1st Year	110,860	119,128	133,484
Prosecutor Senior Sergeant 2nd Year	112,102	120,370	134,869
Prosecutor Senior Sergeant 3rd Year	114,590	122,858	137,643
Prosecutor Senior Sergeant 4th Year	118,236	126,504	141,708

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes	Loaded Salary
		(+ Allowance Equivalent to Grade 4 Special Duties Allowance)	(+ 11.5%, Allowance Equivalent to Grade 4 Special Duties Allowance and Prosecutors' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Prosecutor 1st Year	74,772	83,186	93,420
Prosecutor 2nd Year	76,043	84,457	94,837
Prosecutor 3rd Year	83,653	92,067	103,322
Prosecutor 4th Year	84,913	93,327	104,727
Prosecutor 5th Year	88,719	97,133	108,971
Prosecutor 6th Year	93,789	102,203	114,624
Prosecutor 7th Year	96,322	104,736	117,448
Prosecutor 8th Year	97,586	106,000	118,857
Prosecutor 9th Year	100,693	109,107	122,322
Prosecutor 10th Year	103,316	111,730	125,246
Prosecutor Sergeant 1st Year	98,859	107,273	120,277
Prosecutor Sergeant 2nd Year	98,859	107,273	120,277
Prosecutor Sergeant 3rd Year	103,925	112,339	125,925

Prosecutor Sergeant 4th Year	107,726	116,140	130,163
Prosecutor Sergeant 5th Year	112,800	121,214	135,821
Prosecutor Sergeant 6th Year	114,064	122,478	137,230
Prosecutor Senior Sergeant 1st Year	112,800	121,214	135,821
Prosecutor Senior Sergeant 2nd Year	114,064	122,478	137,230
Prosecutor Senior Sergeant 3rd Year	116,595	125,009	140,052
Prosecutor Senior Sergeant 4th Year	120,305	128,719	144,189

Table 4 - Commissioned Officers' Salaries

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	131,841
Inspector 2nd Year	138,547
Inspector 3rd Year	147,764
Inspector 4th Year	152,573
Inspector 5th Year	154,886
Inspector 6th Year	158,489
Inspector 7th Year	164,490
Inspector 8th Year	166,899
Superintendent 1st Year	179,599
Superintendent 2nd Year	186,207
Superintendent 3rd Year	188,609
Superintendent 4th Year	191,011
Superintendent 5th Year	193,815
Superintendent 6th Year	197,019
Superintendent 7th Year	199,423
Superintendent 8th Year	204,935

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	135,137
Inspector 2nd Year	142,011
Inspector 3rd Year	151,458
Inspector 4th Year	156,387
Inspector 5th Year	158,758
Inspector 6th Year	162,451
Inspector 7th Year	168,602
Inspector 8th Year	171,071
	-
Superintendent 1st Year	184,089
Superintendent 2nd Year	190,862
Superintendent 3rd Year	193,324
Superintendent 4th Year	195,786
Superintendent 5th Year	198,660
Superintendent 6th Year	201,944
Superintendent 7th Year	204,409
Superintendent 8th Year	210,058

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	138,515
Inspector 2nd Year	145,561
Inspector 3rd Year	155,244
Inspector 4th Year	160,297
Inspector 5th Year	162,727
Inspector 6th Year	166,512
Inspector 7th Year	172,817
Inspector 8th Year	175,348
	-
Superintendent 1st Year	188,691
Superintendent 2nd Year	195,634
Superintendent 3rd Year	198,157
Superintendent 4th Year	200,681
Superintendent 5th Year	203,627
Superintendent 6th Year	206,993
Superintendent 7th Year	209,519
Superintendent 8th Year	215,309

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	140,939
Inspector 2nd Year	148,108
Inspector 3rd Year	157,961
Inspector 4th Year	163,102
Inspector 5th Year	165,575
Inspector 6th Year	169,426
Inspector 7th Year	175,841
Inspector 8th Year	178,417
Superintendent 1st Year	191,993
Superintendent 2nd Year	199,058
Superintendent 3rd Year	201,625
Superintendent 4th Year	204,193
Superintendent 5th Year	207,190
Superintendent 6th Year	210,615
Superintendent 7th Year	213,186
Superintendent 8th Year	219,077

Table 5 - Travelling Allowance and Motor Vehicle Allowances

Item 1

Capital cities	Per day \$
Adelaide	293.45
Brisbane	311.45
Canberra	304.45
Darwin	356.45
Hobart	283.45
Melbourne	309.4
Perth	316.4
Sydney	324.4

High cost country centres	Per day \$
Albany (WA)	315.45
Alice Springs (NT)	286.45
Ballarat (VIC)	287.45
Bathurst (NSW)	271.45
Bega (NSW)	281.45
Benalla (VIC)	276.45
Bendigo (VIC)	274.45
Bordertown (SA)	285.45
Bourke (NSW)	301.45
Bright (VIC)	301.45
Broken Hill (NSW)	280.45
Broome (WA)	356.45
Bunbury (WA)	291.45
Burnie (TAS)	300.45
Cairns (QLD)	289.45
Carnarvon (WA)	292.45
Castlemaine (VIC)	282.45
Chinchilla (QLD)	279.45
Christmas Island (WA)	326.45
Cocos (Keeling) Islands (WA)	455.45
Colac (VIC)	274.45
Dalby (QLD)	300.45
Dampier (WA)	311.45
Derby (WA)	306.45
Devonport (TAS)	294.45
Emerald (QLD)	292.45
Esperance (WA)	296.45
Exmouth (WA)	326.45
Geraldton (WA)	301.45
Gladstone (QLD)	291.45
Gold Coast (QLD)	345.45
Gosford (NSW)	276.45
Halls Creek (WA)	306.45
Hervey Bay (QLD)	293.45
Horn Island (QLD)	336.45
Horsham (VIC)	288.45
Jabiru (NT)	352.45
Kalgoorlie (WA)	308.45
Karratha (WA)	351.45
Katherine (NT)	294.45
Kununurra (WA)	340.45
Launceston (TAS)	277.45
Mackay (QLD)	297.45
Maitland (NSW)	288.45
Mount Gambier (SA)	276.45
Mount Isa (QLD)	296.45
Mudgee (NSW)	286.45
Muswellbrook (NSW)	284.45
Newcastle (NSW)	310.45
Newman (WA)	306.45
Nhulunbuy (NT)	358.45
Norfolk Island (NSW)	326.45
Northam (WA)	279.45
Orange (NSW)	291.45

Port Hedland (WA)	311.45
Port Lincoln (SA)	306.45
Port Macquarie (NSW)	297.45
Port Pirie (SA)	286.45
Queanbeyan (NSW)	275.45
Queenstown (TAS)	272.45
Roma (QLD)	275.45
Shepparton (VIC)	284.45
Swan Hill (VIC)	272.45
Tennant Creek (NT)	282.45
Toowoomba (QLD)	280.45
Thursday Island (QLD)	336.45
Townsville (QLD)	279.45
Wagga Wagga (NSW)	280.45
Wangaratta (VIC)	278.45
Weipa (QLD)	274.45
Whyalla (SA)	281.45
Wilpena-Pound (SA)	329.45
Wollongong (NSW)	291.45
Wonthaggi (VIC)	286.45
Yulara (NT)	556.45

Tier 2 country centres	Per day
Albury (NSW)	260.15
Ararat (VIC)	260.15
Armidale (NSW)	260.15
Ayr (QLD)	260.15
Bairnsdale (VIC)	260.15
Bundaberg (QLD)	260.15
Ceduna (SA)	260.15
Charters Towers (QLD)	260.15
Cobar (NSW)	260.15
Cooma (NSW)	260.15
Cowra (NSW)	260.15
Dubbo (NSW)	260.15
Echuca (VIC)	260.15
Geelong (VIC)	260.15
Goulburn (NSW)	260.15
Grafton (NSW)	260.15
Griffith (NSW)	260.15
Gunnedah (NSW)	260.15
Hamilton (VIC)	260.15
Innisfail (QLD)	260.15
Kadina (SA)	260.15
Kingaroy (QLD)	260.15
Lismore (NSW)	260.15
Mildura (VIC)	260.15
Naracoorte (SA)	260.15
Nowra (NSW)	260.15
Port Augusta (SA)	260.15
Portland (VIC)	260.15
Renmark (SA)	260.15
Rockhampton (QLD)	260.15
Sale (VIC)	260.15
Seymour (VIC)	260.15
Tamworth (NSW)	260.15

Tumut (NSW)	260.15
Warrnambool (VIC)	260.15
Wodonga (VIC)	260.15
Other country centres	240.15

Item 2

Incidental expenses allowance - when claiming actual expenses - all locations	\$20.40
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Item 3

Meal allowances - when claiming actual expenses on overnight stays
Capital cities and high cost country centres \$

Breakfast	28.70
Lunch	32.30
Dinner	55.05

Tier 2 and other country centres

Breakfast	25.75
Lunch	29.35
Dinner	50.65

Item 4

Use of Private Motor Vehicle Cents per kilometre

Official Business	72.0
Casual Rate	28.8
Motorcycle Allowance (50% of the official business rate)	36.0

Table 6 - Remote Areas - Living Allowance

Item 1

With Dependents Per Annum
\$

Grade A	2,156
Grade B	2,860
Grade C	3,819

Item 2

Without Dependents Per Annum
\$

Grade A	1,505
Grade B	2,005
Grade C	2,675

Table 7 - Detectives' Special Allowance

Per Annum
\$

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	1,859
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From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	1,905
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	1,953
From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	1,987

Table 8 - Prosecutors' Special Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.27%	1,529
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	1,568
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	1,607
From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	1,635

Table 9 - Special Duties Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,213
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,816 2,119 2,419
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,030 3,634 4,251
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	5,144 6,357 7,870

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%

	Per Annum \$
Grade 1 Six months following permanent appointment	1,243
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,861 2,172 2,479
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	3,106 3,725 4,357

Grade 4	
Six months following permanent appointment	5,273
3 years after permanent appointment	6,516
5 years after permanent appointment	8,067

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%

	Per Annum \$
Grade 1	
Six months following permanent appointment	1,274
Grade 2	
Six months following permanent appointment	1,908
3 years after permanent appointment	2,226
5 years after permanent appointment	2,541
Grade 3	
Six months following permanent appointment	3,184
3 years after permanent appointment	3,818
5 years after permanent appointment	4,466
Grade 4	
Six months following permanent appointment	5,405
3 years after permanent appointment	6,679
5 years after permanent appointment	8,269

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%

	Per Annum \$
Grade 1	
Six months following permanent appointment	1,296
Grade 2	
Six months following permanent appointment	1,941
3 years after permanent appointment	2,265
5 years after permanent appointment	2,585
Grade 3	
Six months following permanent appointment	3,240
3 years after permanent appointment	3,885
5 years after permanent appointment	4,544
Grade 4	
Six months following permanent appointment	5,500
3 years after permanent appointment	6,796
5 years after permanent appointment	8,414

Table 10 - Forensic Services Group Expert Allowance

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%	17,594
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	18,034
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	18,485
From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	18,808

Table 11 - Professional/Academic Qualification Allowance (Constable or Senior Constable)

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification	Per Annum \$
Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 45.3, Professional Academic Qualifications Allowances.	792
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Table 12 - On-Call Allowances (Non-Commissioned Officers)

From the beginning of the first full pay period to commence on or after 1 July 2017 - 2.5%

	Per Annum \$
Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	20.06
Where the period advised to be on call is 24 hours, for each such period the rate is;	30.06
Vehicle Care as defined in 48.2	9.99

From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	20.56
Where the period advised to be on call is 24 hours, for each such period the rate is;	30.81
Vehicle Care as defined in 48.2	10.24

From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	21.08
Where the period advised to be on call is 24 hours, for each such period the rate is;	31.58
Vehicle Care as defined in 48.2	10.50

From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	21.45
Where the period advised to be on call is 24 hours, for each such period the rate is;	32.13
Vehicle Care as defined in 48.2	10.68

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance shall be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

shall be paid the appropriate meal allowance in accordance with the following table;

Breakfast	\$31.95
Lunch	\$31.95
Dinner	\$31.95
Supper	\$11.80

Table 14 - Stocking Allowance (Non-Commissioned Officers)

	Maximum Per Annum \$
Stocking Allowance	121.00

Table 15 - Plain Clothes Allowances (Non-Commissioned Officers)

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 65 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) or as Police Prosecutors under clause 39 Salaries (Police Prosecutors) shall not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 65.6 - Provision of Uniform	1,467.00+
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 65.5 - Provision of Uniform	1,404.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 65.4 - Provision of Uniform	1,372.00
All other Non-Commissioned officers.	1,259.00

Table 16 - Special Operations Allowance

Total	\$75.70
From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	
Senior Constable Level 3 (loaded hourly rate)	\$49.90
Incidental Allowance	\$20.40
Operations Allowance	\$10.00
Total	\$80.30

Table 17 - Tactical Operations Unit Allowance

Level 1 - Certified Level 1 TOU Operative	Per Annum \$
On the attainment of Module 1 from the beginning of the first full pay period on or after 1 July 2017 - 2.5%	6,000
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	6,150
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	6,304
On the attainment of Module 1 from the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	6,414

Level 2 - Certified Level 2 TOU Operative

Per Annum
\$

On the attainment of Module 2 from the beginning of the first full pay period on or after 1 July 2017 - 2.5%	12,000
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	12,300
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	12,608
On the attainment of Module 2 from the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	12,828

Level 3 - Certified Level 3 TOU Operative/Experienced Operative

Note: The Level 3 allowance is payable upon Completion of module 3 training, or upon 3 years service (refer definition of service in Clause 64.12) in the Tactical Operations Unit having completed module 2, whichever occurs first. If module 3 training has not been completed at the time that payment of the allowance commences, the module 3 training must be completed within 2 years of the allowance commencing to continue to receive payment of the allowance. Should module 3 training not be completed within the 2 year period, and the organisation has made training for the module available, payment of the module 3 allowance will cease and the Officer will revert to receiving a Level 2 allowance.

Per Annum
\$

From the beginning of the first full pay period on or after 1 July 2017 - 2.5%	15,000
From the beginning of the first full pay period to commence on or after 1 July 2018 - 2.5%	15,375
From the beginning of the first full pay period to commence on or after 1 July 2019 - 2.5%	15,759
From the beginning of the first full pay period to commence on or after 1 July 2020 - 1.75%	16,035

2. This variation shall take effect from the first full pay period commencing on or after 1 July 2020.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(901)

SERIAL C9262

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF COMMUNITIES AND JUSTICE CORRECTIVE SERVICES NSW)
AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Corrective Services NSW.

(Case No. 97506 of 2021)

Before Chief Commissioner Constant

19 May 2021

VARIATION

1. Delete subclauses 2.10 and 2.11 of clause 2, Definitions, of the award published 8 May 2020 (387 I.G. 1068) and insert in lieu thereof the following:
 - 2.10 "Industrial Relations Secretary" means the Secretary of Premier and Cabinet.
 - 2.11 "Personnel Handbook" means the Public Service Industrial Relations Guide, published by the Industrial Relations Secretary, or any replacement publication.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

	2.5% commencing from the first pay period on or after 1 January 2020 \$	0.3 % commencing from the first pay period on or after 1 January 2021 \$
Teacher and Correctional Education Officer		
Step 1	89,623	89,892
Step 2	92,150	92,426
Step 3	95,744	96,031
Step 4	100,470	100,771
Senior Correctional Education Officer		
Step 1	114,148	114,490
Step 2	117,677	118,030

3. This variation shall take effect from the first pay period to commence on or after 1 January 2021.

N. CONSTANT, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1933)

SERIAL C9265

LOCAL GOVERNMENT (COVID-19) SPLINTER (INTERIM) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Local Government and Shires Association of New South Wales, Industrial Organisation of Employers.

(Case No. 149565 of 2021)

Before Commissioner Murphy

10 June 2021

VARIATION

1. Delete Schedule A - Employers covered by this Award, of the award made on 4 May 2021, and insert in lieu thereof the following:

SCHEDULE A - EMPLOYERS COVERED BY THIS AWARD

- A.1 The employers listed in Table 1 below are the employers covered by this Award, as provided by clause 3.
- A.2 For employers listed in Column A of Table 1, subclause 14.4 of the Award operates on and from 8 April 2021.
- A.3 For employers listed in Column B of Table 1, subclause 14.4 of the Award operates on and from 28 April 2021.
- A.4 For employers listed in Column C of Table 1, subclause 14.4 of the Award operates on and from 25 May 2021.

Table 1 - Employers covered by the Award, and operative date of subclause 14.4

Column A (subclause 14.4 operates on and From 8 April 2021)	Column B (subclause 14.4 operates on and From 8 April 2021)	Column C (subclause 14.4 operates on and From 8 April 2021)
Armidale Regional Council	Albury City Council	Burwood Council
Ballina Shire Council	Bellingen Shire Council	City of Sydney Council
Bathurst Regional Council	Bland Shire Council	City of Parramatta Council
Bega Valley Shire Council	Central Darling Shire Council	Cootamundra-Gundagai Regional Council
Berrigan Shire Council	City of Ryde Council	Goldenfields Water County Council
Blacktown City Council	Gilgandra Shire Council	Sutherland Shire Council
Blue Mountains City Council	Lachlan Shire Council	Upper Hunter Shire Council"
Bogan Shire Council	Leeton Shire Council	
Bourke Shire Council	Lismore City Council	
Brewarrina Shire Council	Murrumbidgee Council	
Byron Shire Council	Orange City Council	
Cabonne Council	Parkes Shire Council	
Camden Council	Penrith City Council	
Campbelltown City Council	Port Macquarie Hastings Council	
Canterbury Bankstown Council	Snowy Monaro Regional Council	
Central Coast Council	Sutherland Shire Council	
Cessnock City Council	Tenterfield Shire Council	

City of Lithgow Council	Wingecarribee Shire Council	
Clarence Valley Council		
Cobar Shire Council		
Coffs Harbour City Council		
Coonamble Shire Council		
Cowra Shire Council		
Dubbo Regional Council		
Dungog Shire Council		
Edward River Council		
Federation Council		
Greater Hume Shire Council		
Griffith City Council		
Gunnedah Shire Council		
Hawkesbury City Council		
Hay Shire Council		
Hilltops Council		
Hornsby Shire Council		
Kempsey Shire Council		
Ku-ring-gai Council		
Lane Cove Municipal Council		
Liverpool City Council		
Lockhart Shire Council		
Mid-Coast Council		
Cumberland Council		
Mid-Western Regional Council		
Moree Plains Shire Council		
Muswellbrook Shire Council		
Narrabri Shire Council		
Narrandera Shire Council		
Narromine Shire Council		
Newcastle City Council		
North Sydney Council		
Oberon Council		
Port Stephens Council		
Queanbeyan-Palerang Regional Council		
Randwick City Council		
Riverina Water County Council		
Rous County Council		
Shellharbour City Council		
Shoalhaven City Council		
Singleton Council		
Snowy Valleys Council		
Tamworth Regional Council		
Temora Shire Council		
The Council of the Municipality of Hunters Hill		
The Council of the Municipality of Kiama		
The Hills Shire Council		
Tweed Shire Council		
Uralla Shire Council		
Wagga Wagga City Council		
Walcha Council		
Walgett Shire Council		
Warren Shire Council		
Warrumbungle Shire Council		

Wentworth Shire Council		
Willoughby City Council		
Wollondilly Shire Council		
Woollahra Municipal Council		
Yass Valley Council		

2. This variation shall take effect on and from 25 May 2021.

J.V. MURPHY, *Commissioner*

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**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL
GUIDE LECTURERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C9106 published 1 May 2020

(387 I.G. 1013)

(Case No. 127174 of 2019)

CORRECTION

1. Delete the title, Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award, of the award published and insert in lieu thereof the following:

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL
GUIDE LECTURERS AWARD**

M. MORGAN, *Industrial Registrar.*

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