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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP)  
CONDITIONS OF EMPLOYMENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 765 of 2011)

Before The Honourable Justice Walton, Vice-President

18 July 2011

**VARIATION**

1. Delete the definition "Department" and "Director General" in clause 3, Definitions, of the award published 8 February 2008 (364 I.G. 867) and insert in lieu thereof the following:

"Department" means, from 4 April 2011, the Office of Environment and Heritage within the Department of Premier and Cabinet (which was established following the abolition of the Department of Environment, Climate Change and Water) as a result of the Public Sector (Employment and Management) Departments Order 2011.

"Director General" means "Chief Executive of the Office of Environment and Heritage".

2. Delete paragraph 14.2.2 of clause 14, Hours of Work, and insert in lieu thereof the following:

14.2.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for each National Parks and Wildlife Service region for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 14.2.2(i) above, the Review Committees will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 14.2.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on operational needs.
- (iv) New employee(s) will be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 14.2.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 42, Industrial Grievance Procedure

14.2.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the Department on the basis that:
  - (a) Where an employee employed in a Monday to Friday position performs work on more than:

23 weekend days and/or public holidays (total) annually in the case of employees who receive a 17% loading; or

11 weekend days and/or public holiday (total) annually in the case of employees who receive an 8.5% loading,

the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the Department to have the position converted to a Seven Day Roster Worker position that attracts the loading; or

- (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 14.2.5 below.

#### 14.2.4 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 14.2.4(ii) except where subclauses 14.2.2 or 14.2.3 apply.
- (ii) Seven day roster workers include the following classifications; Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) This provision will also relate to specifically identified positions where the working of a seven day operation is necessary for the efficient and effective operation of the position. Identification of positions that are to be designated seven day roster workers will be done in consultation with the union.
- (iv) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 14.2.5. Current Employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (v) Ordinary hours for officers specified in subclauses 14.2.4(ii) and 14.2.4 (iii) are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00a.m. to 8:00p.m., unless otherwise agreed to between the Department and the officer concerned
- (vi) Officers working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the Department and the officer concerned.
- (vii) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (viii) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays and Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (ix) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays and Sundays), and 3 Public Holidays and is paid in lieu of all other penalty rates.
- (x) If an officer agrees to work more than the maximum specified in subclauses (viii) or (ix) of this clause, no additional payments or day in lieu shall be made.

- (xi) Officers referred to in subclauses (viii) or (ix) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

**Table 3**

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xii) The loading specified in subclauses (viii) and (ix) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

#### 14.2.5 Opt Out and Opt In

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
- (a) clause 14.2.2 being satisfied; and
  - (b) with written approval from the Department.
- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

3. Renumber the existing paragraph 14.2.3 of clause 14 to read as 14.2.6.

4. Insert after subclause 15.5 of clause 15, Variation of Hours, the following new subclause 15.6.

15.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6:00am to 10:00pm for the Award classifications that are covered by the Set Patterns of Hours clause (clause 14.3). The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each year to be worked under this agreed arrangement. Such employees during the designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty.

5. Delete clause 26, Family and Community Service Leave, and insert in lieu thereof the following:

#### **26. Family and Community Service Leave**

- 26.1 Family and Community Service Leave for officers covered by this award shall accrue and be granted in accordance with clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any successor instrument to that Award howsoever named and as varied from time to time.

6. Delete throughout the award "Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006" and insert in lieu thereof the following:

"Crown Employees (Public Service Conditions of Employment) Award 2009".

7. This variation is to take effect from 1 July 2011.

M. J. WALTON J, *Vice-President*

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(1120)

SERIAL C7625

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP) FIELD  
OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS  
2009 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 740 of 2011)

Before The Honourable Justice Walton, Vice-President

27 May 2011

**VARIATION**

1. Delete the definition "Department" in clause 3, Definitions of the award published 28 August 2009 (368 I.G. 1339) and insert in lieu thereof the following:

"Department" means, from 4 April 2011, the Office of Environment and Heritage within the Department of Premier and Cabinet (which was established following the abolition of the Department of Environment, Climate Change and Water) as a result of the Public Sector (Employment and Management) Departments Order 2011.

2. Delete the definition "Director General" in clause 3, and insert in lieu thereof the following:

"Director General" means Chief Executive of the Office of Environment and Heritage.

3. Insert after the definition "Fieldwork", in clause 3, the following new definition:

"Field Officer" (Bush Fire Management Program Classifications) are for the Bush Fire Management Funding Program 2010.

4. Delete paragraph 13.4.2 of subclause 13.4 of clause 13, Hours of Work, and insert in lieu thereof the following new paragraphs, and renumber the existing paragraph 13.4.3 to read as 13.4.7.

13.4.2 Defining Monday to Friday Workers

- (i) A Review Committee will be established for the purpose of determining the number, if any, of positions to be reclassified from Seven Day Roster positions to Monday to Friday Day positions in each region based on principles agreed between the parties including operational needs.
- (ii) Following the original determination in 13.4.2(i) above, the Review Committee will meet to review that determination within 12 months.
- (iii) Subsequent to the review in 13.4.2(ii) above, any further changes will be the subject of consultation between the local delegate and manager based on principles agreed between the parties including operational needs.
- (iv) New employee(s) will only be offered a Monday to Friday Roster position if a vacancy exists in this category as determined in clause 13.4.2 (i) and (iii).
- (v) Disputes arising from the process will be dealt with pursuant to clause 39, Industrial Grievance Procedure

## 13.4.3 Conversion from Monday to Friday to Seven Day Roster Worker

- (i) The determination of a position being reclassified from Monday to Friday to a Seven Day Roster position will be made by the Department on the basis that:
  - (a) Where an employee employed in a Monday to Friday position performs work on more than:
    - 23 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive a 17% loading; or
    - 11 weekend days and/or public holidays (total) in a calendar year in the case of employees who receive an 8.5% loading,the employee will have the option of choosing to remain a Monday to Friday Day Worker or make a claim to the Department (and the department will not unreasonably withhold agreement) to have the position converted to a Seven Day Roster Worker position that attracts the loading; or
  - (b) By agreement between the local manager and delegate, a Monday to Friday Day position is converted to a Seven Day Roster position.
- (ii) Nothing in this clause is intended to derogate from the rights of employees' opt in/opt out rights in clause 13.4.6 below.

## 13.4.4 Temporary Field Officer - Bushfire Management Program

- (i) This clause contains temporary arrangements for the Enhanced Bush Fire Management Program of 2010. These arrangements will apply for a limited period of 3 years expiring on 30 June 2014 and may be extended for a defined period by agreement between the AWU and management.
- (ii) Field Officers- Bushfire Management Program, Senior Field Officers- Bushfire Management Program, Field Supervisors- Bushfire Management Program and Senior Field Supervisors- Bushfire Management Program are specific classifications directly connected to the Enhanced Bush Fire Management Program. These employees will be entitled to the same rate of pay and conditions, with the exception of the shift loading, as employees in the Field Officer, Senior Field Officer, Field Supervisor and Senior Field Supervisor classifications.
- (iii) All employees employed in Field Officer - Bushfire Management Program classifications (as defined in clause (ii)) are classified as Monday to Friday Workers including current employees that transfer to these classifications.
- (iv) Employees in Hazard Reduction classifications as defined in clause (ii) can be converted to a Seven Day Roster Worker position in accordance with clause 13.4.3.
- (v) When an employee who has worked in a Hazard Reduction classification returns to their previous substantive position as a Seven Day Roster Worker, they will be entitled to loading pursuant to clauses 13.4.5 (vii) -or (viii) from the date of return.
- (vi) New employees that are employed to backfill Seven Day Roster positions vacated by employees who transfer to Field Officer - Hazard Reduction classifications will be employed as Seven Day Roster Workers.

## 13.4.5 Seven Day Roster Workers

- (i) Seven Day roster worker is the default category of employment for the classifications listed in subclause 13.4.5 (ii) except where subclauses 13.4.2, 13.4.3 and 13.4.4 apply.



- (ii) Seven day roster workers include the following classifications; Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (iii) Seven Day Roster Worker employees who were employed prior to 30 August 2010 and who receive the relevant loading under the Award will continue to be entitled to the loading until the employee chooses to opt out and their proposal is agreed to by the local manager pursuant to clause 13.4.6. Current Employees will retain the loading should they transfer or win a promotion to another position as defined in the default employment category.
- (iv) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the Department and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) Officers working this pattern of hours are to have at least two consecutive rostered full days off per week, unless otherwise agreed to between the Department and the officer concerned.
- (vii) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officers and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (viii) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors who hold designated Seven Day Roster positions for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (ix) If an officer agrees to work more than the maximum specified in subclauses (vii) or (viii) of this clause, no additional payments or day in lieu shall be made.
- (x) Officers referred to in (vii) or (viii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

**Table 3**

(a)	Saturdays	a 50% loading for each additional day worked
(b)	Sundays	a 75% loading for each additional day worked
(c)	Public Holidays	a 150% loading for each additional day worked

- (xi) The loading specified in (vii) and (viii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

#### 13.4.6 Opt Out and Opt in

- (i) Where Seven Day Roster employees choose not to be rostered in accordance with Seven Day Roster provisions in the Award and where management can manage the locations concerned without these employees being on the Seven Day Roster, then such employees may opt out of being on a Seven Day Roster subject to:
  - (a) clause 13.4.2 being satisfied; and,
  - (b) with written approval from the Department.

- (ii) Prior to externally advertising a vacant Seven Day Roster position of the same classification that attracts the loading, the position will:

In the first instance, be offered to employees from the same Area or Unit that have previously opted out of their entitlement to the loading;

If no employees that have previously opted out accept the offer to opt back in, the position will be offered to employees that are Monday to Friday workers in the same Area or Unit as a result of new employment.

5. Insert after subclause 14.5 of clause 14, Variation of Hours, the following new subclause:
- 14.6 In respect of Hazard Reduction Burns, there is a period of two months in each calendar year where the daily bandwidth of hours will be 6am to 10pm. The Regional Manager in consultation with the local delegates will determine the designated period or 2 periods each calendar year where employees, during these designated period/s, may be called upon to work on Hazard Reduction Burns on 24 hours notice without the payment of the additional 25% loading penalty.
6. Delete throughout the award "Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006" and insert in lieu thereof the following:
- Crown Employees (Public Service Conditions of Employment) Award 2009
7. Delete the words "clause 74" in clause 24, Family and Community Service Leave, and insert in lieu thereof the following:
- clause 71
8. This variation is to take effect from 27 May 2011.

M. J. WALTON J , *Vice-President*

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(045)

SERIAL C7633

## **CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 1125 of 2011)

Before The Honourable Mr Justice Staff

29 June 2011

### **VARIATION**

1. Delete clause 18, Family and Community Service Leave of the award published 14 March 2008 (365 I.G. 54) and insert in lieu thereof the following:

#### **18. Family and Community Service Leave**

- 18.1 The Director-General shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 18.2 of this clause. The Director-General may also grant leave for the purposes in subclause 18.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 18.2 Such unplanned and emergency situations may include, but not be limited to, the following:
  - 18.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  - 18.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - 18.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
  - 18.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - 18.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Director-General considers the granting of family and community service leave to be appropriate in a particular case.
- 18.3 Family and community service leave may also be granted for:
  - 18.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  - 18.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 18.4 The definition of "family" or "relative" in this clause is the same as that provided in clause 20.1.3 of clause 20, Personal/Carer's Leave of this award.

- 18.5 Family and community service leave shall accrue as follows:
- 18.5.1 two and a half days in the staff members first year of service;
  - 18.5.2 two and a half days in the staff members second year of service; and
  - 18.5.3 one day per year thereafter.
- 18.6 If available family and community service leave is exhausted as a result of natural disasters, the Director-General shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.7 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 20, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 18.8 A Director-General may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.
2. This variation shall take effect from 29 June 2011.

C.G. STAFF J

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(1389)

SERIAL C7628

**CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(No. IRC 769 of 2011)

Before The Honourable Justice Kavanagh

7 June 2011

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 3 March 2006 (357 I.G. 698) and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Salaries**

Registered Nurse	3.9% FFPP 01/07/10 \$
1st Yr	946.00
2nd Yr	998.10
3rd Yr	1,049.50
4th Yr	1,104.70
5th Yr	1,159.40
6th Yr	1,213.60
7th Yr	1,276.00
8th Yr	1,329.10
Clinical Nurse Specialist	
1st Yr and there after	1,383.40
Clinical Nurse Consultant	
1st Yr and there after	1,700.84

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

**Table 2 - Allowances**

Item No.	Clause No.	Description	5% FFPP 01/07/10 \$
1	3	Team leader Allowance per shift	23.10
2	7.8	On-call allowance during a meal break	11.64
3	18	Clothing allowance per week	7.50

2. This variation shall take effect from 1 July 2011.

T. M. KAVANAGH *J*

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**CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF  
EMPLOYMENT) AWARD 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Presiding Officers Parliament of New South Wales.

(No. IRC 754 of 2011)

Before The Honourable Justice Walton, Vice-President

30 May 2011

**VARIATION**

1. Insert after paragraph (b) of subclause (ii) of clause 5, Local Arrangements of the award published 11 February 2011 (371 I.G. 14) the following new paragraph (c):
  - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months notice.
2. This variation shall take effect on and from 30 May 2011.

M. J. WALTON J, *Vice-President*

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## **CROWN EMPLOYEES (POLICE OFFICERS - 2011) INTERIM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 325 of 2011)

Before The Honourable Justice Walton, Vice-President  
The Honourable Mr Justice Staff  
Commissioner Tabbaa

8 August 2011

### **AWARD**

#### **PART A**

##### **1. Arrangement**

###### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Preamble
3.	No Further Claims
4.	Area Incidence and Duration

###### PART B

###### MONETARY RATES

Table 1 - Non-Commissioned Officers' (Other than  
Detectives) Salaries

Table 2 - Detectives' Salaries

Table 3 - Commissioned Officers' Salaries

Table 4 - Detectives' Special Allowance

Table 5 - Special Duties Allowances (Non-Commissioned  
Officers)

Table 6 - On-Call Allowances (Non-Commissioned Officers)

##### **2. Preamble**

- 2.1 The purpose of this Interim Award is to increase salary rates and work related allowances on an interim basis while the Industrial Relations Commission of NSW determines the appropriate award rates, allowances and conditions to apply to police officers in Matter No.s IRC 325 and 1284 of 2011 (collectively referred to as "the Proceedings").
- 2.2 This Interim Award is consented to by the parties on the basis of the Terms of Agreement entered into by the parties on 28 July 2011 and marked as Ex 8 in Matter No. IRC 325 of 2011.
- 2.3 Except as otherwise expressly provided, no party to this Interim Award is prejudiced in the Proceedings as a consequence of the making of this Interim Award.



### 3. No Further Claims

- 3.1 The parties agree that, during the term of this Interim Award, and the term of any substantive award made by the Industrial Relations Commission in matter IRC No. 325 of 2011 and/or IRC 1284 of 2011 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, 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.
- 3.2 Clause 3.1 does not apply to those claims set out in the application in IRC No. 325 of 2011 as filed on 1 April 2011 but shall prohibit any claims additional to those set out in that application as filed on 1 April 2011 including the foreshadowed claim for Senior Prosecutors referred to in the contentions of the Police Association in IRC No. 325 of 2011 at paragraph 44.
- 3.3 The terms of the preceding paragraphs do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

### 4. Area Incidence and Duration

- 4.1 This Interim Award applies to all police officers as defined by the Crown Employees (Police Officers - 2009) Award.
- 4.2 This Interim Award shall operate on and from the first pay period to commence on or after 1 July 2011 for a period of 12 months or until the making of any substantive new award or variation in matters No. 325 and 1284 of 2011.

## PART B

### MONETARY RATES

**Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2011 - 2.5%.		
Rank/Incremental Level	Base Salary	Loaded Salary (+ 11.5%)
	Per Annum \$	Per Annum \$
Probationary Constable (Level 1)	53,053	59,154
Constable Level 2	55,056	61,387
Constable Level 3	57,055	63,616
Constable Level 4	59,055	65,846
Constable Level 5	60,059	66,966
Senior Constable Level 1	66,069	73,667
Senior Constable Level 2 Step 1	67,067	74,780
Senior Constable Level 2 Step 2	67,067	74,780
Senior Constable Level 3 Step 1	70,069	78,127
Senior Constable Level 3 Step 2	70,069	78,127
Senior Constable Level 3 Step 3	70,069	78,127
Senior Constable Level 4 Step 1	74,076	82,595
Senior Constable Level 4 Step 2	74,076	82,595
Senior Constable Level 5 Step 1	76,074	84,823
Senior Constable Level 5 Step 2	76,074	84,823
Senior Constable Level 6	77,075	85,939
Leading Senior Constable Level 1 Step 1	79,528	88,674
Leading Senior Constable Level 1 Step 2	79,528	88,674
Leading Senior Constable Level 2	81,599	90,983

Sergeant 1st Year	78,078	87,057
Sergeant 2nd Year	78,078	87,057
Sergeant 3rd Year	82,082	91,521
Sergeant 4th Year	82,082	91,521
Sergeant 5th Year	85,084	94,869
Sergeant 6th Year	85,084	94,869
Sergeant 7th Year	89,089	99,334
Sergeant 8th Year	89,089	99,334
Sergeant 9th Year	90,089	100,449
Senior Sergeant 1st Year	89,089	99,334
Senior Sergeant 2nd Year	89,089	99,334
Senior Sergeant 3rd Year	90,089	100,449
Senior Sergeant 4th Year	92,088	102,678
Senior Sergeant 5th Year	95,018	105,945

**Table 2 - Detectives' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2011 - 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	59,055	62,643	71,003
Detective 2nd Year	60,059	63,647	72,123
Detective 3rd Year	66,069	69,657	78,824
Detective 4th Year	67,067	70,655	79,937
Detective 5th Year	70,069	73,657	83,284
Detective 6th Year	74,076	77,664	87,752
Detective 7th Year	76,074	79,662	89,980
Detective 8th Year	77,075	80,663	91,096
Detective 9th Year	79,528	83,116	93,831
Detective 10th Year	81,599	85,187	96,140
Detective Sergeant 1st Year	78,078	81,666	92,214
Detective Sergeant 2nd Year	78,078	81,666	92,214
Detective Sergeant 3rd Year	82,082	85,670	96,678
Detective Sergeant 4th Year	85,084	88,672	100,026
Detective Sergeant 5th Year	89,089	92,677	104,491
Detective Sergeant 6th Year	90,089	93,677	105,606
Detective Senior Sergeant 1st Year	89,089	92,677	104,491
Detective Senior Sergeant 2nd Year	90,089	93,677	105,606
Detective Senior Sergeant 3rd Year	92,088	95,676	107,835
Detective Senior Sergeant 4th Year	95,018	98,606	111,102

**Table 3 - Commissioned Officers' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2011 - 2.5%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	111,315
Inspector 2nd Year	116,977
Inspector 3rd Year	124,760
Inspector 4th Year	128,819
Inspector 5th Year	130,772
Inspector 6th Year	133,815
Inspector 7th Year	138,881
Inspector 8th Year	140,915

From the beginning of the first full pay period to commence on or after 1 July 2011 - 2.5%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	151,637
Superintendent 2nd Year	157,217
Superintendent 3rd Year	159,245
Superintendent 4th Year	161,274
Superintendent 5th Year	163,640
Superintendent 6th Year	166,346
Superintendent 7th Year	168,376
Superintendent 8th Year	173,029

**Table 4 - Detectives' Special Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2011	1569

**Table 5 - Special Duties Allowances (Non-Commissioned Officers)**

From the beginning of the first full pay period to commence on or after 1 July 2011	
	Per Annum \$
Grade 1 Six months following permanent appointment	1024
Grade 2 Six months following permanent appointment	1534
3 years after permanent appointment	1789
5 years after permanent appointment	2042
Grade 3 Six months following permanent appointment	2559
3 years after permanent appointment	3069
5 years after permanent appointment	3588
Grade 4 Six months following permanent appointment	4345
3 years after permanent appointment	5368
5 years after permanent appointment	6644

**Table 6 - On-Call Allowances (Non-Commissioned Officers)**

Commencing from the first full pay period to begin on or after 1 July 2011	
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;	16.93
Where the period advised to be on call is 24 hours, for each such period the rate is;	25.37
Vehicle Care as defined in 43.2 of the Crown Employees (Police Officers - 2009) Award	8.44

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.

M. J. WALTON *J, Vice-President.*  
C. G. STAFF *J.*  
I. TABBAA, Commissioner.

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**FORESTRY COMMISSION DIVISION TRADING AS FORESTS NSW  
CROWN EMPLOYEES FIELDWORK AND OTHER STAFF AWARD  
2010-2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Primary Industries.

(No. IRC 277 of 2011)

Before Commissioner Bishop

30 May 2011

**AWARD**

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## SECTION 1 - FRAMEWORK

### 1. Title of the Award

- 1.1 This Award shall be known as the Forestry Commission Division t/as Forests NSW Crown Employees Fieldwork and Other Staff Award 2010-12.
- 1.2 The award will have a short title of "Forests NSW Fieldwork and Other Staff Award 2010-2012".

### 2. Parties

The parties to this Award are:

- 2.1 The Forestry Commission of New South Wales trading as Forests NSW which is a Public Trading Enterprise within the NSW Department of Primary Industries;
- 2.2 The Australian Workers Union, NSW Branch (AWU);
- 2.3 Automotive Food Metals Engineering Printing and Kindred Industries Union, NSW Branch more commonly known as Australian Manufacturing Workers Union (AMWU);

covering all employees employed by the NSW Department of Primary Industries - Forestry Commission of New South Wales under Schedule 1, Part 3, Special Employment Division of the *Public Sector Employment and Management Act 2002*.

### 3. Statement of Intent

- 3.1 Parties have entered into this Award on the understanding that it is directed towards high quality and efficient services to the community and to Forests NSW customers.
- 3.2 The parties acknowledge that the Award seeks to enhance the image and profile of Forests NSW. These objectives will be achieved through:
  - 3.2.1 The creation and maintenance of a high performance, high trust organisation with a genuine partnership between Forests NSW and its employees.
  - 3.2.2 The acceptance of change and commitment to continuous improvement and productivity by both the Management of Forests NSW and its employees.
  - 3.2.3 The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- 3.3 Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of the achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed in Appendix 1 of this Award.
- 3.4 The parties further agree that negotiations will continue during the life of this Award in relation to the implementation plans appropriate to each of the operational areas covered in this Award.



- 3.5 The parties to the Award agree to review the classification structures listed in the Award at Appendices 3, 4, 5, and 7. The parties also agree to the establishment of a project team to facilitate and support this review.
- 3.6 The format of this Award has been revised and streamlined in discussions with the parties. There has been no intention by the parties to the award to delete or alter existing conditions other than those varied by agreement.

#### **4. Scope**

- 4.1 This Award shall wholly override all conditions of employment under the Crown Employees Skilled Tradesmen (State) Award, and all previous versions of the Crown Employees Fieldwork and Other Staff Award.

#### **5. Award Entered Into Freely By All Parties**

- 5.1 The parties agree that this Award was freely entered into, without duress, and all those parties endorse the contents.

#### **6. Term**

- 6.1 This award will operate from the 30 May 2011 and will remain in force until 30 June 2012.
- 6.2 The award provides for increases in Rates of Pay as set out in Appendix 1 and to Wage Related Allowances at Appendix 2 as follows:
- 6.2.1 Four (4) percent per annum from the first full pay period on or after 1 July 2010; and
- 6.2.2 Four (4) percent per annum from the first full pay period on or after 1 July 2011.
- 6.3 The parties to the Award agree to meet to re-negotiate the Award at least three (3) months prior to its expiration.

#### **7. Definitions**

- 7.1 "Casual employee" - means an employee engaged and paid on an hourly basis, who receives a casual loading in lieu of all paid leave entitlements, excluding long service leave.
- 7.2 "Employee" - means and includes all persons permanently or temporarily employed by Forests NSW under Schedule 1, Part 3, Special Employment Divisions of the *Public Sector Employment and Management Act 2002*.
- 7.3 "Forests NSW" - refers to the Forestry Commission of New South Wales, trading as Forests NSW, which is a public trading enterprise within the NSW Department of Primary Industries.
- 7.4 "Home Base" - Home base is defined as a depot or customary place of start and finish. A mutually acceptable written agreement will be reached, at a local level, between Forests NSW, the relevant Union and affected employees.
- 7.5 "Independent Contractor" - means a person who typically contracts their services through a company to achieve a result whereas an employee contracts to provide his/her labour (typically to enable the employer to achieve a result). Independent contractors can also be identified because they are not eligible for PAYG tax.
- 7.6 "Part-time employee" - means an employee, subject to the provisions of Chapter 2, Part 5 of the New South Wales *Industrial Relations Act 1996*, who is engaged for less than 38 hours per week, and who receives the same range of entitlements as a full-time employee, including sick leave and annual leave, but on a pro-rata basis in proportion to the hours worked. Part-time employees do not receive a casual loading.

- 7.7 "Self Managing Work Teams" - shall mean those work groups where the task is set out and the resources available are provided by management together with time and output criteria but where members of the team decide how the task will be performed, given appropriate application of safe working practices and relevant Forests NSW guidelines.

### **8. Anti-Discrimination**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Nothing in this clause is to be taken to affect:
- 8.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 8.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 8.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 8.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

#### NOTES -

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in this 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".

### **9. Grievance and Dispute Resolution Procedures**

- 9.1 The employee shall notify their immediate supervisor employer as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter with the employer for bilateral discussions and, if possible, state the remedy sought.
- 9.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if required.
- 9.3 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 to advise their immediate supervisor the notification may occur to the next appropriate level of management.

- 9.4 Reasonable time limits must be allowed for discussion at each level of authority.
- 9.5 A staff member, may, at any stage, request representation by an industrial organisation of employees.
- 9.6 At the conclusion of the discussions, the Forest NSW must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 9.7 The matter may be referred to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures. All parties agree to be bound by any order or determination by the Industrial Relations Commission.
- 9.8 While the procedure is being followed, normal work must continue.
- 9.9 Refer to Appendix 8 for further information.

### **10. No Extra Claims**

The parties agree that they will not pursue any extra Award or over-Award claims for the duration of this Award. This does not preclude either party's right under Section 17 of the *Industrial Relations Act 1996* (NSW) to apply to the Industrial Relations Commission of NSW to vary or rescind the Award.

### **11. Systems and Technology**

The parties undertake to work together during the life of the award to achieve administrative and operational efficiencies through the use of improved systems and technologies.

## **SECTION 2 - GENERAL EMPLOYMENT AND HOURS OF WORK**

### **12. Conditions of Employment**

The parties to this Award are committed to implementing changes as prescribed in this Award which will lead to genuine productivity improvements. The following conditions shall apply to all areas of employment covered by this Award as appropriate:

#### **12.1 Weekly Employment**

Full-time, part-time and term employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the employer providing one week's notice in writing or by payment or forfeiture, as the case maybe, of one week's wage in lieu of notice. Provided that in the case of misconduct an employee's engagement may be terminated without notice.

#### **12.2 Probationary Employees (new employees)**

12.2.1 Forests NSW may initially engage a new full-time or part-time employee for a period of probationary employment of not more than six (6) months for the purpose of determining the employees' suitability for ongoing employment. The employee must be advised, in writing, in advance that the employment is probationary and of the duration of the probation, which can be up to, but not exceed, six (6) months.

12.2.2 A probationary employee is, for all purposes of the Award, a full-time or part-time employee.

12.2.3 Probationary employment forms part of an employee's period of continuous service for all purposes of the Award, except where otherwise specified in this Award.

12.2.4 In circumstances where an employee on probation is absent for any reason during the probation for a period in excess of two weeks aggregated time and such absence affects the employee's orientation and basic training, the probation may be extended, after consultation with the Union, for a further period of three (3) months. Forests NSW must give written notice of such extension

to the employee and the Union prior to the conclusion of the first probationary period. Any notice after the end of the first probationary period to extend is of no effect.

### 12.3 Term Employment

12.3.1 Term employment means employment under this Award for a specified period of time. At the end of the specified period of time the employment finishes.

12.3.2 A term employee is covered by all the Award conditions available to permanent employees.

12.3.3 If, after termination, a term employee is offered further employment either as a permanent or another term, continuity of employment in regard to accrued sick leave and other entitlements will be maintained.

12.3.4 Term employees shall be engaged by a letter of offer and abide by the conditions of this Award and by any local agreements that pertain to the Region in which they are employed to which they agree in writing.

12.3.5 Term employees will be employed for specific funded projects that will be defined in their offer of employment. From time-to-time, as the need arises, they may be required to perform duties within their capabilities but not defined in their employment offer. Should these other duties exceed the duties outlined in the original offer by more than 50%, the relevant Union will be contacted and consulted in regard to a new employment offer to the affected term employee/s.

12.3.6 During the period of the employment term employees may apply and will be considered for vacancies in competition with other internal applicants through the expression of interest process. Term employees will not be excluded from being able to apply for externally advertised Forests NSW positions.

12.3.7 Term employment can apply to externally funded positions and project work such as Comprehensive Regional Assessments, FRAMES projects, Nursery planting and lifting operations.

12.3.8 Term employment is not intended to replace permanent employment and will only be used for the period specified in the letter of offer. When a term employee has completed two (2) years of service or prior to the expiration of the term employment (6 months where practicable) Forests NSW, in consultation with the relevant Union (local Union delegate), will review the term employee's employment history regarding the consistency of their employment with their original offer and any potential opportunities for continuing employment.

12.3.9 Should the term extend beyond five (5) years, pro-rata long service leave will also be paid on termination.

### 12.4 Part-Time Employment

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996* provided that:

12.4.1 the ordinary hours of duty are agreed between the employee concerned and Forests NSW and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned;

12.4.2 the ordinary working hours are fixed at not less than 4 hours per day worked;

12.4.3 Forests NSW informs the relevant Union of the hours fixed for part-time employees. The Union shall have seven (7) working days from the date of being advised to object to the agreement through the Grievance Resolution Procedures prescribed by Clause 9 of this Award. The Union will not unreasonably object to an agreement under this sub-clause.

12.4.4 Permanent part-time employees will be paid a weekly rate determined by the following formula:

$$\frac{\text{Applicable rate for full-time employee at the same classification level}}{\text{at the same classification level}} \times \frac{\text{(weekly hours of the part-time employee)}}{38}$$

## 12.5 Casual Employment

### 12.5.1 Engagement

- (1) Casual employees are engaged by the hour and may be terminated without notice.
- (2) A casual employee is paid on an hourly basis, and receives a casual loading in lieu of all paid leave entitlements except long service leave.
- (3) Casuals will be employed for periods of no longer than six (6) months.
- (4) Casuals will be paid for a minimum of 3 hours for each engagement.
- (5) It is recognised by the parties to the award that a casual employee may be rehired on a number of occasions, such as for summer fire season work, in a classification listed in Appendices 3, 4, 5 and 7 attached to this Award.

When more than one (1) year's service at a pay step is recognised and the casual employee is undertaking the range of work expected at that grade and pay step, then in those circumstances the casual employee's pay point will be progressed to the next pay point within the same grade.

This aggregation and accumulation of service will operate for the purpose of progression in the grading structure only and will not affect the existing rules applying to breaks in service for long service leave purposes.

### 12.5.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of one thirty-eighth of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of Clause 20 Travel Arrangements:

- (1) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements (excluding long service leave), including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying an 8.33% loading in lieu of annual leave);
- (2) for overtime hours, a casual loading of 15% in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime; provided that casual employees will be paid for a minimum of three hours for each engagement.
- (3) Ordinary hours of work for casual employees will be 38 hours per week -with a maximum of 10 hours in any one day.

### 12.5.3 Saturday, Sunday and Public Holiday rates

- (1) Casual employees required to work on a Saturday as part of their ordinary hours of work will be paid for that day at a rate of time and a half.
- (2) Casual employees required to work on a Sunday as part of their ordinary hours of work will be paid for that day at a rate of time and three quarters.

- (3) Casual employees required to work on a Public Holiday as part of their ordinary hours of work will be paid for that day at a rate of double time and a half.
- (4) Casual employees in Workshops who undertake work on weekends will be paid at normal overtime rates.

#### 12.5.4 Uniforms

Casual fieldworkers will be provided with Forests NSW uniforms on the following basis:

- (1) Less than 20 days service per year - Nil
- (2) 21 days-3 months service per year - 2 sets
- (3) 3-6 months service per year - 3 sets

#### 12.5.5 Boots

- (1) Forests NSW will supply boots to casual employees.
- (2) Casuals engaged primarily for fire fighting will be supplied with fire fighting boots only.

## **SECTION 2 - GENERAL EMPLOYMENT AND HOURS OF WORK**

### **13. Hours of Work**

#### 13.1 Ordinary Hours of Work

13.1.1 The ordinary hours of work for all employees, other than casual employees, covered by this Award shall be 38 hours per week. This may be worked from:

- (1) Monday to Friday over 19 days of 8 hours each over a four week cycle; or
- (2) By mutual agreement to work any consecutive 5 out of 7 days Monday to Sunday over 19 days of 8 hours each over a four week cycle.

13.1.2 The standard span of hours will be between 6.00 am and 6.00 pm on each working day Monday to Sunday, with the exception of shift work provisions.

13.1.3 The exceptions to the above are:

- (1) Research shall work their ordinary hours Monday to Saturday but for particular project work, on five (5) consecutive days, Monday to Sunday.
- (2) Workshop employees shall work their ordinary hours either:
  - (a) Between 6.00am and 6.00pm, Monday to Friday: or
  - (b) By mutual agreement between 6.00am to 6.00pm on five (5) consecutive days, Monday to Saturday.
- (3) Nursery employees shall work their ordinary hours Monday to Sunday.

#### 13.2 Variation of Ordinary Hours of Work

13.2.1 The ordinary hours of work within the standard span of hours may be varied by mutual agreement between Forests NSW and the majority of affected employees in a particular group, region, district, section or department, to suit operational needs.

13.2.2 Ordinary hours of work may extend up to ten (10) hours on any one day by mutual agreement and may be averaged out so that no employee works more than 38 ordinary hours per week in any four (4) week period.

### 13.3 Ordinary hours on a Saturday/Sunday

13.3.1 If required to work on Saturday and/or Sunday, 5 days prior notice must be provided.

13.3.2 Payment for work performed on Saturday under this clause will be paid at the rate of time and a half. Payment for work performed on Sunday under this clause will be paid at the rate of time and three quarters.

13.3.3 Fieldworkers who work their ordinary hours on Saturdays and Sundays shall accrue additional days of annual leave at the following rates:

(1) Forestry Fieldworkers

Number of Ordinary Saturdays/Sundays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-26	3

No employee will be required to work more than 26 Saturdays/Sundays in any 12 month period.

(2) Workshop employees

Number of Ordinary Saturdays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-28	3
29-35	4
36 or more	5

(3) Research and Nursery employees

Employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional leave (to compensate for working a number of shifts on Sundays and Public Holidays) as follows:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays during 1 December - 30 November or Part Thereof	Number of Additional Days Leave
4-10	1
11-17	2
18-24	3
25-31	4
32 or more	5

### 13.4 Shift Work

13.4.1 Employees may be required to work outside the normal span of hours (ie: from 6.00 pm to 6.00 am) to address shift work (eg: fauna work, environmental, and security work).

Employees will be remunerated for this shift work by:

either -

- (1) Payment at appropriate overtime penalty rates as per clause 14.3 and subject to clause 14.5. Arrangements concerning appropriate skills, numbers of shifts/week and period of rest before recommencement of ordinary hours can be varied by mutual agreement between Forests NSW and the majority of affected employees of a particular group, Region, District, section or department to suit operational needs; or
- (2) Being rostered for a minimum weekly shift between Monday and Friday of shift work at the standard hourly rate of time and three quarters. By mutual agreement the hours of any one shift may be averaged out so that no employee works more than 38 shift hours/week in any four (4) week period. Any hours worked outside these shift arrangements shall be paid at overtime rates as per clause 14.3.

13.4.2 Adequate notice for shift work will be given with a minimum period being 7 days in advance. In the event that shift work is to be cancelled (this does not include changing duties on the shift, eg: emergency fire fighting, rescue and security work etc) then a minimum 48 hours notice will need to be given to avoid payment of overtime penalty rates as per this clause.

### 13.5 Rostered Days Off

#### 13.5.1 Entitlement

- (1) An employee's ordinary hours will be worked on no more than 19 days in each 28 day cycle, Monday to Sunday with one day in each 28 day period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (2) An employee who has not worked 19 days in a complete 28 day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

#### 13.5.2 Scheduling RDOs

- (1) An employee's RDO will be scheduled in advance of the 28 day cycle in which it occurs, taking into account the interests of employees and ensuring that Forests NSW operational needs are met having regard to seasonal, climatic and workload factors.
- (2) With a minimum of twelve (12) hours notice to affected employees and without penalty to Forests NSW, an RDO may be rescheduled once in each 28 day cycle to satisfy operational needs. The agreed substitute RDO is to be provided within the cycle and may only be deferred under circumstances of fire or a similar state of emergency.

#### 13.5.3 Accumulating RDO's

- (1) Where the majority of affected employees agree, each Region or Business Unit may nominate up to five (5) consecutive cycles of four (4) weeks duration during which RDO's will accumulate (that is, will be "banked"). Employees will then be given an opportunity to take their accumulated RDO's prior to the commencement of any further accumulation cycle.
- (2) Employees may take their accumulated RDOs by agreement with the appropriate Manager:
  - (i) consecutively to a maximum of five (5) days; or



- (ii) by working nine-day fortnights; or
  - (iii) by a combination of these two methods.
  - (iv) Employees may agree with their manager to defer taking some of their accumulated RDO's, provided that RDO's are not forfeited and provided that no more than five (5) RDO's are accumulated at any one time.
- (3) Once scheduled, the only circumstance in which a "banked" RDO will be required to be worked is in fire or similar state of emergency.

### 13.6 Travel to and from Work

#### 13.6.1 Agreements

- (1) As far as practical for forest field workers, and particularly where work is performed in gangs, Forests NSW will provide transport to and from the job. Where an employee is picked up by such transport on the way to work and dropped off by it after work, that employee's working day will be deemed to have commenced at a time and place determined through written mutual agreement.
- (2) Time taken by vehicles provided by Forests NSW shall be no more than is reasonable given the nature of the vehicle and the condition of the road. Transport provided by Forests NSW shall leave promptly on the cessation of work and an employee shall not be required to travel a further distance than that employee wishes to travel. The vehicle provided shall have suitable seating accommodation and a cover to protect employees from the weather. Employees will not be transported in a vehicle that is carrying explosives.
- (3) The application of these arrangements is governed by written agreements. The overall objective of these travel arrangements is to optimise time on the work site and reduce time spent at depots and travelling.
- (4) The requirements under this clause do not apply to Workshops employees.
- (5) Garaging of Vehicles

If it is operationally more efficient to garage the Forests NSW vehicle overnight at a particular employee's place of residence, then such arrangements may be made by agreement. Such arrangements will cover, but not be confined to -

- (i) the time and place of commencement of work;
  - (ii) nomination of pick-up and set-down points;
  - (iii) nomination of an employee who will be the designated driver of a vehicle and responsible for its overnight garaging at their place of residence; and
  - (iv) changes which may need to be made to the arrangements depending on the location of the work site.
- (6) The travel allowance based solely on a kilometre rate presently being paid for travel to work will continue to be paid to the relevant employees (current and new) for the duration of this Award and variations to it. Provided that where an employee travels alone to and from the job and their home in a Forests NSW vehicle, then that employee's present allowance will be withdrawn.

### 13.7 Self-Managing Work Teams

These teams will be established for activities where greater productivity may be achieved by such a method of working. It is expected that such self-managing work teams may wish to vary the ordinary hours of work or days of work and this may be done through the method provided at clauses 13.1 and 13.2.

### 13.8 Tea Break and Facilities

13.8.1 A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual employee, at a time to be arranged by Forests NSW, without deduction from their wages.

13.8.2 Provided that Forests NSW may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken Forests NSW may direct that it be taken immediately prior to ceasing time. The taking of the morning tea break shall not necessarily involve a complete stoppage of work.

13.8.3 Forests NSW shall provide employees with an adequate supply of cool and wholesome drinking water.

13.8.4 Employees will be issued with a good quality thermos flask and will provide their own tea and coffee. Lighting fires to burn all day for warmth and cooking is acceptable practice. This does not prevent the boiling of a billy within the two ten-minute or a single twenty-minute break taken each day.

### 13.9 Meal Breaks

13.9.1 Employees, other than shift workers, shall be entitled to a meal break each day of not less than 30 minutes in duration and not more than one hour; provided that the said meal break shall be taken between 11.30am and 1.30pm. Such meal time shall not count as time worked.

13.9.2 No employee will be required to work more than 4 hours without a break or work through penalties will apply in accordance with subclause 13.9.3.

13.9.3 Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 pm, shall be paid overtime rates for all time worked between 1.00 pm and the time when they do receive a meal break of no less than 30 minutes.

## **14. Overtime (Excluding Fire Fighting)**

### 14.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

14.1.1 In excess of 38 hours per week; and/or

14.1.2 Outside the ordinary hours of work, as established for each employee under Clauses 13.1 and 13.2.

14.1.3 Overtime will only be payable for time on-duty at the work site. Travel arrangements are covered under Clause 20.1.

14.1.4 Where overtime is to be worked it should be, wherever possible, with the prior approval of management.

#### 14.2 Employees to Work Reasonable Overtime

All employees undertake to work reasonable overtime as requested, where possible, given reasonable notice.

#### 14.3 Overtime Rates

14.3.1 Monday - Saturday - Overtime will be paid for at the rate of time and a half for the first two hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime.

14.3.2 Sundays - double time will be paid for all work performed on Sundays

14.3.3 Public Holidays - double time and a half will be paid for all work performed on public holidays.

#### 14.4 Time off in Lieu of Overtime

Forests NSW may grant compensation for directed overtime worked by granting leave in lieu of payment. The following provisions apply to the leave in lieu:-

14.4.1 The employee shall advise their supervisor before the overtime is worked or as soon as practicable on completion of overtime that they intend to take leave in lieu of payment.

14.4.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.

14.4.3 The leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member.

14.4.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's department or section.

14.4.5 Leave in lieu accrued in respect of overtime worked on other than public holidays shall be given by the Department and taken by the employee within three (3) months of accrual, unless alternate local arrangements have been negotiated between the Department Head and the relevant trade Union(s).

14.4.6 At the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.

14.4.7 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

#### 14.5 Minimum Periods

An employee who works overtime:

14.5.1 on a Saturday, Sunday or Public Holiday; or

14.5.2 by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,

14.5.3 shall be paid for no less than four (4) hours work, at the appropriate rate.

#### 14.6 Break From Duty - (Overtime)

Following completion of overtime, an employee shall:

14.6.1 be released from resuming ordinary duty for an unpaid period of ten (10) consecutive hours. This number of hours does not include time spent travelling; or

14.6.2 if required to resume or continue working without having had an unpaid break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given or where, by mutual agreement, the break is reduced to eight (8) hours, except for fire fighting where the ten (10) hour break must be maintained as per clause 23.8; or

14.6.3 work in accordance with the rest provisions contained in the shift work clause 13.4.

14.6.4 Provided that, if the provision of an unpaid break under this sub-clause results in an employee performing less than 38 hours of duty in a week (paid at either ordinary or any other overtime or loaded rate), then any shortfall shall be paid at ordinary rates.

14.6.5 The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

#### 14.7 Overtime Meal Breaks

Employees working overtime will be entitled to a paid meal break of 30 minutes:

14.7.1 after working 2 hours overtime following the completion of a full period of ordinary time, and where more than 2 hours overtime is required;

14.7.2 after working every four hours of overtime without a meal break; and;

14.7.3 where overtime on a Saturday, Sunday or Public Holiday continues after 12 noon, in which case the break will occur between 12 noon and 1.00 pm.

#### 14.8 Meal Allowance for Overtime

Employees who are directed to work overtime and who, through insufficient prior notice ie: less than 12 hours), need to buy meals, shall be paid a meal allowance as provided for in Appendix 2, Table 2, Item 14 for any meal break for which they are entitled under subclause 14.7.

### SECTION 3 SAFETY

#### 15. First-Aid and Health and Safety Issues

- 15.1 Where practicable no less than one of the employees in each gang of 3 or more shall have a recognised qualification in first-aid.
- 15.2 A standard first-aid kit shall be provided and maintained by Forests NSW on all work sites to which this agreement applies.
- 15.3 On all forests works where more than 50 employees are employed and hospital and/or medical services are not readily available, an equipped first-aid station shall be provided at a readily accessible location.
- 15.4 In the event of any serious accident/incident, occurrence or serious illness occurring to any employee whilst at work, in the camp or going to or from the camp, Forests NSW shall provide transport facilities to the nearest hospital or doctor at its expense.
- 15.5 Any employee at classification level 1 to 4 inclusive who is appointed by Forests NSW to perform first-aid duty to any gang of 3 or more shall be paid a first-aid allowance as provided for in Appendix 2, Table 1, Item 11. If current employees at Levels 4-6 remain qualified and are performing first aid duties they will continue to receive the first-aid allowance. Any future employees 5.1 and above shall not receive the first-aid allowance.

There should only be one first-aid allowance paid per crew.

The above first aid allowance is linked to movement in the relevant rate expressed in the Crown Employees (Public Sector Conditions of Employment) Award 2009.

- 15.6 The parties recognise that given the varied and demanding nature of tasks undertaken by employees of Forests NSW, further negotiations will consider health-related issues such as stress management and workplace fitness.
- 15.7 The parties are committed, as part of their objective to ensure the health, safety and welfare of employees, to work in accordance with the Occupational Health and Safety Act 2000.
- 15.8 The parties to this Award will take a constructive role in promoting improvements in occupational health, safety, welfare and rehabilitation, and employees will comply with the Forests NSW safety management system.

## **16. Uniforms Carrying Forests NSW Logo**

### 16.1 Uniforms

16.1.1 The wearing of the Forests NSW uniform, when supplied, is compulsory whilst on duty.

16.1.2 The range of uniforms will be determined at the corporate level.

16.1.3 Workplace Managers, in consultation with the Occupational Health and Safety Committee, will determine what is appropriate for their local workplace from the corporate range only.

16.1.4 Employees may choose, with the approval of their Workplace Manager, to include a part issue of the dress uniform in their overall uniform entitlement. Where possible uniforms should be Australian-made.

16.1.5 All Field Workers and Workshop employees will be provided with a Forests NSW uniform consisting of six (6) shirts and a combination of trousers and shorts totalling six (6), a combination of up to a total of three (3) appropriate winter coats, windcheaters or jumpers where appropriate for the climate, five (5) pairs of woollen or equivalent quality socks and appropriate boots.

16.1.6 Workshop employees will get an initial issue of (three) 3 pairs of overalls.

16.1.7 Uniforms will be replaced in a timely manner on a fair wear and tear 'as needs' basis.

### 16.2 Boots

16.2.1 At the election of the employee, the cost or replacement of boots will be made via one of the following options:

- (1) Replacement boots will be provided on a fair, wear and tear basis from an approved list; or
- (2) An allowance as provided for in Appendix 2, Table 3, Item 18 will be paid via payroll (subject to tax) on 1 April each year; or
- (3) annual reimbursement, on production of a receipt, to a maximum amount as provided for in Appendix 2, Table 3, Item 18, which will be reimbursed within two (2) pay periods on production of a receipt.

16.2.2 Fire fighting boots will be supplied separately and replaced on an "as needs" basis.

16.2.3 The boot allowance is to be paid within two (2) pay periods.

16.2.4 Employees are responsible for attending work at all times in boots that meet Forests NSW specifications.

16.2.5 Fire fighting boots will be supplied separately to all employees approved to carry out fire fighting duties.

### **17. Tools and Protective Clothing**

- 17.1 All tools required by employees shall be provided free-of-charge by Forests NSW, other than in Workshops where a tool allowance is paid.
- 17.2 Approved safety hats shall be provided by Forests NSW and worn as a condition of employment, unless the use of safety hats is specifically exempted by order of the relevant manager.
- 17.3 Where necessary, Forests NSW shall provide all necessary personal protective equipment (eg: masks, goggles, gloves and protective glasses and clothing).
- 17.4 An employee whose clothing is spoiled by acids or sulphur or other deleterious substances, due to the circumstances of his/her employment, shall be recompensed by his/her employer to the extent of his/her loss.
- 17.5 All employees engaged on fire fighting shall be issued initially with two pairs of combination overalls. Such protective clothing must be worn whilst fire fighting. Replacement of overalls will be on a 'needs' basis and employees will be responsible for the laundering of their own overalls.

### **18. Use of Casuals and Contractors**

- 18.1 All employees covered by this Award will, subject to appropriate consultation with the relevant local Union delegate or organiser, agree to work alongside casual employees or contractors engaged to meet short-term demands to maintain efficiencies and to meet specified increased output requirements and productivity levels.
- 18.2 Where the work conducted requires specialist skills, tools, plant or equipment, Forests NSW will consider the provision of training and/or hiring of such plant etc to enable its employees to carry out the work.
- 18.3 Where it is impractical for work to be carried out by employees because specialist skills and/or equipment are unavailable or the timeframe is unacceptable, contractors may be hired to perform the work.
- 18.4 Where work is presently carried out by Forests NSW employees, the parties agree that in order that the issues of contracting out can be fully considered, consultation will take place between Forests NSW and the relevant local Union delegate or organiser prior to initiating any change in the status quo.
- 18.5 For fire fighting and hazard reduction burning, priority will be given to the use of available trained and qualified Forests NSW employees.

### **19. Contractor's Protocol**

- 19.1 Where a contractor or sub-contractor is required to carry out work, Forests NSW will:
- 19.1.1 Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, pay the appropriate Award rate, provide conditions that comply with the Award and other statutory provisions, and
- 19.1.2 Meet Forests NSW specific standards that include safe working practices and compliance with the *Occupational Health and Safety Act 2000*.
- 19.1.3 On becoming aware that a contractor or sub-contractor is in breach of the terms of the contract in relation to wages and conditions, Forests NSW will require the contractor to rectify the situation immediately.

- 19.2 Should the breaches continue, Forests NSW could implement the penalties under the terms of the contract, which could include terminating the contract if deemed appropriate and necessary.

## SECTION 4 - TRAVEL ARRANGEMENTS

### 20. Travel Arrangements

#### 20.1 Travelling when away from home base:

20.1.1 Time spent travelling (ie: not driving) on official business during ordinary hours of work is regarded as normal duty and is compensated within an employee's minimum rate of pay as prescribed by Clause 21. Time spent travelling on official business outside ordinary hours of work will attract additional payment calculated at the employee's ordinary rate of pay, except travel to another region for the purposes of fire fighting where an employee will be entitled to paid overtime for all hours outside ordinary hours.

20.1.2 Where an employee is required to travel in a Forests NSW vehicle outside of normal working hours when away from home base, they shall be paid at the applicable overtime rate for all time outside their ordinary hours, minus the time they would ordinarily travel in their own time to and from home base. Travel will be at the discretion of management and ordinary hours may be adjusted to be compatible with the purpose of travel (for example, to accommodate training courses or meeting requirements).

#### 20.2 Accommodation Expenses

##### 20.2.1 Overnight Accommodation (When Away From Home On Work Related Business)

- (1) Accommodation is to be consistent with the Public Sector requirement that reasonable accommodation at a reasonable cost will be provided.
- (2) As a guide, accommodation will be, wherever practicable, one person to a room with en-suite bathroom facilities. Facilities are expected to be clean and in good order. The standard will be equivalent to a minimum of the NRMA 3 star definition.
- (3) The exception to this guide is for emergency circumstances such as fire fighting. Management must make all possible endeavours to achieve the guideline however, it must be understood that such accommodation at short notice will often be impossible.
- (4) Similarly, in some major fire occurrences, all employees must realise that accommodation will be organised by other agencies and may not be to our normal standard.

##### 20.2.2 Reimbursement of Meal Expenses - No Overnight Stay

- (1) Expenses incurred by employees when they are required to travel on official business outside their normal working hours without having to remain away from home base overnight and where meals are not provided by Forests NSW, will be reimbursed to the level specified in Appendix 2, Table 2, Item 15. This entitlement to reimbursement is in lieu of any expenses that may otherwise apply under clause 14.8. Receipts will not be required to substantiate meal expenditures claimed up to the levels set below.

#### 20.3 Reimbursement for Accommodation and Meals - Overnight Stay

20.3.1 When an employee is required to work away from home base involving an overnight stay, Forests NSW will either:

- (1) make an arrangement with a provider to meet the actual cost of bed and breakfast and a telephone call home by placing an order on the provider; or

- (2) provide the employee with a cash advance as provided for in Appendix 2, Table 2, Item 16 to meet the expected cost of accommodation.

20.3.2 A cash advance will be made to an employee to cover incidentals and meals, except where Forests NSW arranges payment for meals directly with the provider.

20.3.3 Receipts will not be required to substantiate meal expenditures claimed up to the levels set in clause 20.3.2.above. Expenses incurred over and above these amounts will only be reimbursed where:

- (1) Receipts substantiating all the meal and incidental expenses for the period away from home base are provided.
- (2) The total meal and incidental expenses for the time away from home base exceed the total amount to which the employee is entitled under clause 20.3.2. above; and
- (3) If the expenses incurred are considered by Forests NSW as being reasonable in the circumstances concerned.

20.3.4 Costs incurred other than accommodation, meal or incidental expenses (for example, bus or rail fares), will be reimbursed upon production of receipts. However, where practicable, either an appropriate advance or a cab charge facility will be provided.

20.3.5 Any extraordinary additional costs incurred at home base and caused directly by the employee being required to travel away from home and remain away overnight will be reimbursed upon production of receipts. Such additional costs might include, for example, emergency childcare.

#### 20.4 Camping Expenses

20.4.1 Employees required to camp out shall be reimbursed for expenses associated with food, other incidental items and the general hardships of camping as provided for in Appendix 2, Table 2, Item 17.

20.4.2 Please note the above allowances are paid as a daily allowance per each overnight stay.

20.4.3 The incidental allowance as per Clause 20.3.2. is paid for overnight camping stays as compensation for incidentals incurred (per night away).

20.5 These rates will move in accordance with the rates in the Crown Employees (Public Service Conditions of Employment) Award 2009.

### SECTION 5 - PAYMENT OF WAGES

#### 21. Payment of Wages

##### 21.1 Salary rates

Refer to Appendix 1, Rates of Pay.

##### 21.2 Pay Period

21.2.1 The pay period for ordinary pay shall be the current fortnight. Adjustments for overtime penalties and allowances will be paid a fortnight in arrears. Refer to Appendix 1, Rates of Pay.

The flexibility provided in this clause allows management to cover most situations to ensure Field Workers are paid on the Thursday following the end of the period on Sunday.



21.2.3 This flexibility allows management the option of delaying payment by a fortnight of all overtime earned over the last weekend of the pay period, particularly in the instance of ongoing fire fighting activities.

### 21.3 Payment Method

Wages shall be paid into a bank or other account, except in hardship or other exceptional circumstances where payment will be made by cheque subject to cashing facilities being available within twenty-four hours of the employee's normal pay day, provided further that where the employee's normal pay day is a Thursday, cashing facilities shall be available by 5.00 p.m. on that day.

### 21.4 Pay Advice

By Friday (close of business) of pay week, each employee shall be issued with pay advice showing at least the gross amount of wage and the details of any deductions made from the employee's earnings, in accordance with Section 123 of the Industrial Relations Act 1996.

### 21.5 Payment on Termination

When an employee is terminated by Forests NSW, the employee shall be paid all of the wages due at the time of the employee's termination. In the case of resignation, the remainder of any wage due to the employee shall be paid at or before the expiry of notice of resignation. In the case of any delay beyond the time herein stated, the employee shall be paid at the given wage rate for all working time that the employee is kept waiting.

### 21.6 Performance Pay or Payment by Results

Subject to an employee receiving at least the minimum wage rate to which the employee is entitled under this Award, Forests NSW may remunerate employees under any system of payment by results based on rates which are agreed between Forests NSW, the affected employee(s) and the Union. The terms of such agreements will be subject to consultation with the Union.

### 21.7 Salary Packaging

21.7.1 Salary packaging gives employees the discretion to determine the mix of salary and benefits that will constitute their remuneration package.

21.7.2 It is recommended that employees wishing to commence salary packaging must obtain independent financial counselling to ensure that their salary package suits their personal and financial requirements.

21.7.3 Participation in salary packaging is voluntary. The following benefits are available:

- (1) Additional contributions to First State Super;
- (2) Additional contributions to a private superannuation fund;
- (3) Motor Vehicles (for 100% private use) by way of novated lease; and
- (4) Laptop or Notebook computer (business use per ATO rulings)

21.7.4 A detailed description is provided in the salary packaging guide on the intranet site or can be obtained from your local office or by contacting Human Resources.

### 21.8 Deduction of Union Membership fees

21.8.1 The Union shall provide Forests NSW with a schedule setting out Union fortnightly membership fees payable to members of the Union in accordance with the Union's rules.

- 21.8.2 The Union shall advise Forests NSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to Forests NSW at least one month in advance of the variation taking effect.
- 21.8.3 Subject to 21.8.1 and 21.8.2 above, Forests NSW shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised Forests NSW to make such deductions.
- 21.8.4 Monies so deducted from 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 employees' Union membership accounts.
- 21.8.5 Unless other arrangements are agreed to by Forests NSW and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 21.8.6 Where an employee has already authorised the deduction of Union membership fees for their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **SECTION 6 - CLASSIFICATION STRUCTURE**

### **22. Classification Structure**

#### **22.1 Classification of Employees**

- 22.1.1 The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Appendices 3, 4, 5, 6 and 7 along with relevant promotion criteria for advancement between levels.
- 22.1.2 A casual employee may access advancement to the next pay point within the same grade subject to the provisions at clause 12.5.1(5).

#### **22.2 Purpose of Classification Structure**

- 22.2.1 All employees agree to the concept of multi-skilling at all levels and recognise that broader job requirements will continue to lead to ongoing elimination of the boundaries between jobs now classified at the same level.

The classification structure is designed to:

- (1) recognise competencies achieved and used;
- (2) group all employees covered by this Award into one of six (excluding apprenticeship) levels;
- (3) allow for career progression through the incremental acquisition and use of skills;
- (4) clarify steps in the career progression beyond which a particular established position is filled through a selection process;
- (5) allow skill deficits to be readily recognised and training programs developed to bridge "gaps"; and
- (6) facilitate the development of Self-Managing Work Teams.

### 22.3 Classification Disputes

22.3.1 Employees may seek resolution to disputes regarding classifications by referring matters to the Industrial Relations Manager - Human Resources Division.

22.3.2 A Classification Disputes panel/job evaluation panel, functioning as an impartial third party forum, may then be convened to examine any anomalies. The panel's role would be to review classifications/gradings based on an agreed position description and make a recommendation on appropriate grading based on formal job analysis and evaluation procedures. Such job analysis/evaluation will be consistent with Department of Primary Industries/Forests NSW job evaluation procedures.

Panel composition will be as follows:

- (1) a Human Resources representative
- (2) two Field Worker representatives (AWU / AMWU)
- (3) two local Forests NSW (employer) representatives
- (4) Panel composition may be reviewed after 12 months of the award being in effect.
- (5) If you wish to refer a classification issue please contact Human Resources.

### 22.4 Higher Duties

22.4.1 An employee who, for a temporary period, is required to fully exercise the skills and responsibilities of another position occupying a higher classification level than their ordinary level, will be entitled to receive the appropriate rate applicable to that higher level in the following circumstances:

- (1) employees required to perform higher duties in a position classified at or below Level 4, for a full day or part thereof, will be paid at that higher level for the whole day;
- (2) employees classified at Level 4 or below, who are required to perform higher duties in a position classified at Level 5 or above, involving supervision, for a continuous period of no less than a full working day, will be paid at entry Level 5.1 for the whole day;
- (3) employees classified at Level 5 or above who are regularly and routinely required to perform higher duties, for a cumulative period of at least five full working days over any four (4) week period, will be paid at the appropriate level for those days on which higher duties is performed pursuant to Appendices 3 and 4 of this Award.

The appropriate rate will be determined based on the aggregate of the previous experience of the employee in the role.

22.4.2 Notwithstanding the above, Forests NSW may, at its discretion:

- (1) pay higher duties to employees who are required to perform non-routine functions at a higher level and who are not otherwise entitled to receive a higher duties payment;
- (2) pay a partial duties payment to employees who are required to exercise a substantial proportion, but not fully perform, the skills and responsibilities of another position occupying a higher classification level. Such payment to be commensurate with the proportion of skills and responsibilities exercised at the higher level.

22.4.3 An employee proceeding on annual leave or sick leave may continue to receive a higher duties allowance provided that the employee has been regularly and consistently in receipt of the

allowance immediately prior to commencing leave and would have been reasonably expected to continue on higher duties but for their absence on leave.

22.4.4 If higher duties are performed for an extended period (6 months +) then consultation will take place with the appropriate local Union delegate/official.

NB - Where an employee acts in a position each separate period will be counted toward progression through the increments of the grade.

However, aggregation does not apply over any break exceeding six months and any period of leave during which the allowance was not paid is not counted in the aggregation.

## SECTION 7 - FIRE FIGHTING

### 23. Fire Fighting Duty (Applicable Only to Field Employees Engaged in Fire Fighting Duty)

#### 23.1 Definition

23.1.1 For the purposes of this clause, fire-fighting duty includes:

- (1) Travel to and from the fire, surveillance of a running fire, fire suppression and mop-up (including logistical support, eg: meal delivery, fuel delivery etc), either within or outside normal working hours.
- (2) At the completion of mop-up and where subsequent patrol of the fire is undertaken, this will not be considered as fire fighting. If, during the course of this patrol, further active mop-up work is required; eg: use of water or chainsaw work, then this would be paid as fire fighting, provided that a minimum of one (1) hour's work of this nature has been undertaken.

23.1.2 Fire stand-by duty, fire detection (both fire tower operation and mobile fire patrol) outside normal working hours.

23.1.3 For the purposes of this clause fire fighting does not include:

- (1) hazard reduction burning
- (2) travel to and from other Regions to undertake fire fighting
- (3) fire detection, both fire tower operation and mobile fire patrol during normal working hours.

23.1.4 Note: Hazard Reduction (HR) includes both post harvest and broad area burning. In instances where HR burns have minor breakaways and are contained by the crews initially deployed for the hazard reduction operation, this will not be considered to be fire fighting. Where it is necessary to report the breakaway to the office requesting additional resources, this will be considered as fire fighting until the breakaway is contained.

#### 23.2 Fire Fighting Health and Fitness Agreement

23.2.1 In compliance with Forests NSW duty of care, major initiatives have been implemented to improve the fitness standards of Forests NSW employees who are required to undertake fire fighting duties. These initiatives resulted in the Fire Fighting Health and Fitness Agreement (FFHF).

23.2.2 All parties to this award are committed to the principles of fire fighting fitness and are fully committed to implementing the fire fighting health and fitness guidelines as expressed in the FFHF Agreement. The FFHF agreement is to be read in conjunction with this Award. Participation in the Fire Fighting Health and Fitness program is by consent. It is a process

established to ensure all available resources for fire fighting are used in roles that suit their medical condition and level of fitness. It has no bearing on employee's normal duties.

23.2.3 An incentive allowance as provided for in Appendix 2, Table 3, Item 20 will be paid to each permanent fire fighter on passing the Task Based Assessment each fire season. The allowance is an incentive for employees to actively improve their fitness levels to pass both medical and physical tests on an annual basis.

23.2.4 Refer to the FFHF Agreement and Guidelines on Forests NSW intranet site for further details.

23.2.5 For those Fieldworkers conducting Task Based Assessments, and who hold a certificate in the FFHF task based assessment, will be entitled to an allowance as provided for in Appendix 2, Table 3, Item 21. This allowance will move in line with the Accredited Assessor Allowance.

### 23.3 Roster Allowance

23.3.1 Permanent and temporary employees on an on-call roster for on-call, stand-by and fire fighting will be paid a roster allowance as provided for in Appendix 2, Table 1, Item 8. For each week the employee is rostered to be on-call, this allowance per week will be paid.

23.3.2 If called out, the minimum payment for recall is 4 hours at the appropriate penalty rate.

### 23.4 Fire Stand-by Duty Outside Normal Working Hours

23.4.1 Employees may be required to undertake fire stand-by when the fire season situation requires a high state of readiness.

23.4.2 Fire Stand-by Duty will be implemented to enhance Forests NSW state of preparedness and will include fire fighting, as required, the strategic location of Field Workers for fire lookout and to facilitate quick access to fire and work to be performed in accordance with clause 23.4 .3 below:

23.4.3 Work performed during fire stand-by duty should be designed so as not to be strenuous, ensuring crews are fresh and ready for fire attack; i.e: except in an emergency situation work shall be generally of a minor nature. Any stand-by duties should enhance the state of fire preparedness. Work should be located at strategic points to facilitate quick access to fire.

23.4.4 Radio, telephone or mobile phone contact must be maintained at all times by work being within hearing distance of either of these communication devices.

23.4.5 Fire stand-by duties can be varied to suit the fire situation and related Occupational Health and Safety needs.

23.4.6 If not so advised within 12 hours of the nominated start time that duty is not required, payment will be two (2) hours at the fire fighting rate (Clause 23.7).

### 23.5 On Call Duties

23.5.1 Employees may be required to be on-call and available for fire fighting duties generally during periods of a low state of fire preparedness. 'On-call' provisions are not intended to be, nor should they be seen as, a substitute for fire stand-by duty.

23.5.2 It is expected that "on-call" will only apply intermittently and for very short periods (eg: right at the beginning or right at the end of a fire season) and nominated persons will be paid an allowance as provided for in Appendix 2, Table 1, Item 8 when rostered to be "on-call".

23.5.3 If called out, the minimum payment for recall is 4 hours at the applicable penalty rate.

23.5.4 For employees on call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure the Field Worker 'on-call' can respond and go to work immediately.

#### 23.6 Immediate "On-Call": an hourly on call system

"On Call" is a system whereby an employee is on a roster to be recalled to work (eg bushfire). It means staying at home or within a reasonable response time, but being available and fit to attend work if necessary.

"Intermediate On Call" where there is a need for additional resources, particularly in times of High to Extreme weather conditions employees may be required to be on "Immediate on call" for a specified period of time by agreement. While on immediate on call employees will be paid 1/3 of their ordinary hourly rate.

23.6.1 If called out, the minimum payment for recall will be 4 hours pay at the applicable penalty rate.

23.6.2 For employees on call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure the Field Worker 'on call' can respond and go to work immediately.

#### 23.7 Minimum Periods - per Overtime Provisions

23.7.1 Minimum periods and Meal Breaks (Cribs) will be in accordance with overtime provisions.

#### 23.8 Fire Fighting Loading

23.8.1 Fire fighting will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in sub-clause 26.3.

23.8.2 The rates for the loading are:

Time of Fire Fighting Duty	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half

23.8.3 In applying the above, no employee should revert to a lower loading during a current shift whilst fire fighting.

23.8.4 In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.

#### 23.9 Break from Duty per Overtime provisions

23.9.1 Following completion of duty, an employee shall either:

- (1) Be released from resuming ordinary duty for a period of ten (10) consecutive hours; ie: once at home or at alternate accommodation (eg: hotel, motel or camp). This number of hours does not include time spent travelling; or
- (2) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given.

- (i) Where fire fighting for one night results in part or all of the 10 hour break occurring in the next day's ordinary hours of work there will be no loss of pay for those ordinary hours.
  - (ii) Fire Fighting for one night will result in payment at ordinary time for any of the 10 hour break which continues into the next day's ordinary hours of work as per Clause 13.1.
  - (iii) Fire fighting beyond one continuous night (ie: goes into the second and subsequent nights) will be deemed to be a shift situation. In this instance, any ten (10) hour break occurring during ordinary hours of work will not be a paid break, provided that when reverting to normal duties (within a normal working week) that each employee will be entitled to a minimum of ten (10) consecutive hours break without any loss of pay for ordinary hours of work occurring during that break.
- (3) The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

### 23.10 Travel To and From Fires

Fire fighting commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).

Note, however, stand-by, patrol and fire tower duty during normal hours is not considered fire fighting and by mutual agreement the break from duty may be reduced to 8 hours. Furthermore the travel to and from work provisions for these duties will be in accordance with the signed workplace agreements.

### 23.11 General Fire Fighting Requirements

- 23.11.1 For fire fighting and hazard reduction burning in Forests NSW, priority will be given to the use of available Forests NSW employees.
- 23.11.2 All employees engaged on fire fighting shall be issued initially with two pairs of fire fighting overalls and one pair of approved fire fighting boots. Such protective clothing and boots must be worn whilst fire fighting. Replacement of fire fighting overalls and boots will be on a 'needs' basis and employees will be responsible for the laundering of their own clothing.

### 23.12 Meals

- 23.12.1 Forests NSW is committed to providing drinks and nutritious, hot meals of a high standard wherever possible. Emergency conditions and locations of fires do not always make this possible in which case Forests NSW would provide a satisfactory alternative (eg: combination of sandwiches, hot drinks, cold food, cold drinks, fruit and snack packs).
- 23.12.2 Forests NSW will endeavour to provide meals for the initial (24 hours) attack in fire fighting situations.
- 23.12.3 Forests NSW will provide adequate notice to employees as to whether drinks and food will, or will not be provided by Forests NSW. For the purposes of this sub-clause, sufficient notice of at least 10 hours will be given prior to the commencement of overtime or such lesser period as is reasonable in the circumstances.
- 23.12.4 Employees, who are directed to work second and subsequent shifts, and have been given reasonable notice to do so, should ensure they provide for themselves adequate food provisions for meal breaks each four (4) hours, for up to a 14-hour shift.

- 23.12.5 In the unlikely circumstance where employees, either through insufficient notice to provide their own meals or where no meal has been provided, need to purchase meals, these employees shall be paid meal allowance as per Overtime provisions.
- 23.13 Accredited Assessors Allowance - Task Based Assessments (FFHF)
- 23.13.1 Field Workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid an allowance as provided for in Appendix 2, Table 3, Item 21 for time spent in preparation, delivery, assessment and reporting of Task Based Assessments.
- 23.14 Reimburse expenses if recalled for fire fighting when on holidays
- 23.14.1 Forests NSW will reimburse verifiable expenses incurred by an employee and their immediate family if the employee is recalled to duty from leave for fire fighting duties. This may include the cancellation fees for accommodation or travel bookings or the additional costs of travel involved in recalled employee returning separately from his or her family.
- 23.14.2 Expenses will be reimbursed within one month from the date the employee submits their claim. Claims must be supported by evidence of the additional costs incurred.
- 23.14.3 This provision may be waived by agreement.

## **24. Fire Ground Work - Workshops Employees**

### 24.1 Introduction

- 24.1.1 In recognition that Workshop employees may occasionally be required to undertake field-based repairs and service in active fire conditions, the following fire ground loadings will apply. The Workshops Fire Ground Loadings will only be payable in instances where workshops employees are required to undertake emergency repairs and servicing on vehicles and plant that cannot be removed from the immediate, active fire ground (that is, up to and including mop-up stage). They are not applicable to work undertaken in staging areas, workshops or elsewhere, other than the immediate, active fire ground and travel to and from the active fire ground. Payment is in recognition of the unique adverse conditions encountered in emergency repair and servicing of vehicles and plant in the immediate, active fire ground. Priority will be given to the use of available permanent Forests NSW employees in undertaking this work.
- 24.1.2 The loadings will also have application where workshops employees are directed to provide other on site support to active fire ground operations (up to and including mop-up stage). Work undertaken on site during back burning operations are also included in this clause.
- 24.1.3 Work directed to be undertaken by Workshops employees on an active fire ground (that is, up to and including mop-up stage) will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in subclause 26.3.

### 24.2 Fire Fighting Loading

- 24.2.1 The rates for the loading are:

Time of Fire Ground Work	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half



- 24.2.2 In applying the above, no employee should revert to a lower loading during a current shift whilst working on an active fire ground.
- 24.2.3 In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.
- 24.2.4 Refer to Clause 25 for On-call Arrangements for Workshops. Where on -call is activated the Fire Ground loading commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).
- 24.3 Normal Working Hours
- 24.3.1 For the purposes of Clause 24 normal working hours are the ordinary working hours within the span of hours specified for an employee under Clause 13.1.
- 24.3.2 Meal Breaks and Break from duty in accordance with general overtime provisions. Fire ground meals and the Fire Fighting Health and Fitness Agreement will be in accordance with Field Employees provisions.
- 24.4 Reimburse expenses if recalled for fire fighting when on holidays
- 24.4.1 Forests NSW will reimburse verifiable expenses incurred by an employee and their immediate family if the employee is recalled to duty from leave for fire fighting duties. This may include the cancellation fees for accommodation or travel bookings or the additional costs of travel involved in recalled employee returning separately from his or her family.
- 24.4.2 Expenses will be reimbursed within one month from the date the employee submits their claim. Claims must be supported by evidence of the additional costs incurred.
- 24.4.3 This provision may be waived by agreement.

### **25. On-Call' Arrangements and Allowances - Workshops Only**

- 25.1 On-Call Duty
- 25.1.1 Workshops staff will be placed on an on-call roster at each appropriate location. In the week they are rostered to be on-call, an allowance as provided for in Appendix 2, Table 1, Item 8 will be paid. If called out, the minimum payment for recall is 4 hours at the appropriate penalty rate.
- 25.2 Expectations Whilst On-Call
- 25.2.1 There is an expectation that Workshops employees will participate in an on-call roster to meet fire season and operational requirements. Fire Ground and operational rosters will include a minimum of three (3) employees to ensure reasonable apportionment of on-call. If there are less than three (3) employees on a roster, such arrangements will be by agreement. Where three (3) or more employees are available to be placed on a roster they will not unreasonably refuse to be placed on a roster (refer to Clause 24 Fire Ground Work - Workshops Employees).
- 25.3 Notice Period
- 25.3.1 Employees will be given reasonable notice of the requirement to be on-call. Roster arrangements will be established two (2) weeks prior to a roster commencing (unless prior arrangements are made). Forests NSW management will make allowances for any special circumstances known in advance (eg: family matters, illness etc.).

#### 25.4 Resources while on-call

25.4.1 For employees on-call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure that employees 'on-call' can respond and go to work immediately.

#### 25.5 AC Licence fees and other licence/ certificates

25.5.1 Forests NSW requires all workshop employees to hold AC licences and Forests NSW will pay for the cost, including renewals.

25.5.2 Forests NSW will pay workshop employees the costs of mandatory NSW WorkCover Authority Licences and Certificates of Competency held by workshop employees that are required by the employer.

25.5.3 Forests NSW will pay the costs of licences and certificates as provided for in subclauses 25.5.1 and 25.5.2 on behalf of the employee, subject to the provision of satisfactory evidence that the cost will be incurred, such as licence renewal notice.

#### 25.6 Tool Coverage (Workshops only)

25.6.1 Employee's tools, required for Forests NSW duties, stored on Forests NSW premises or secured in Forests NSW vehicles will be covered, in the event of theft, fire or flood by Forests NSW on the proviso that the employee provides a list of their tools to the Workshops Co-ordinator.

25.6.2 Employees are responsible for keeping their tool list current and exercising due care in the protection of their tools.

25.6.3 Claims must be made in accordance with the requirements of Forests NSW guidelines. Forests NSW reserves the right to investigate any claims and may decline a claim where due care has not been taken.

25.6.4 It should be noted that this does not include general wear and tear or mislaid tools which are covered by the tool allowance.

### **SECTION 8 - LEAVE**

#### 26.1 General Provisions - Ministerial Leave Conditions (MLC)

26.1.1 Refer to Regional Office or HR or Forests NSW's Intranet for a copy of MLC.

26.1.2 Where the conditions of the Award are superior to those existing in the MLC, then the conditions of the Award shall prevail.

26.1.3 Forests NSW shall be bound by the provisions of the MLC for its employees, subject to the amendments and additions specified in this clause.

26.1.4 All leave will be calculated and taken in a minimum of one hour units.

#### 26.2 Sick Leave

26.2.1 Sick leave will accrue on a calendar year basis, with the full annual entitlement of 15 days paid leave being available from 1 January each year for employees employed as of that date.

26.2.2 New employees who commence after 1 January will receive a pro-rata credit for that proportion of the calendar year remaining. Sick leave taken during the first three months of employment will only be paid upon the completion of three months service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days paid sick leave per annum.

26.2.3 Unused sick leave entitlements will accrue, in accordance with MLC.

### 26.3 Public Holidays

26.3.1 Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Years Day  
Australia Day  
Good Friday  
Easter Saturday  
Easter Sunday  
Easter Monday  
Anzac Day  
Queen's Birthday  
Christmas Day  
Boxing Day  
Labour Day

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

### 26.4 Union Picnic Day

26.4.1 The first Monday in August of each year shall be the Union Picnic Day.

26.4.2 All Union members shall, as far as practicable, be given and shall take this day as Picnic Day and shall be paid to the extent to which they would ordinarily have been paid had the day been a working day. Any Union member required to work on this day shall be paid at the rate of double time and a half for not less than four hours work.

26.4.3 Members of relevant Unions named in this Award may be required to produce evidence of Union membership (ie: membership ticket).

### 26.5 Recreation Leave Management

26.5.1 When an employee has achieved an accrual of thirty (30) days recreation leave (maximum accrual without forfeit is 40 days) their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of Forests NSW and the needs of the individual. Accrual over 40 days is not permitted without written approval of the Workplace Manager.

### 26.6 Personal Carers Leave

26.6.1 Personal/carer's leave is leave which may be granted to employees to provide care and support for a family member as described below, who is sick.

26.6.2 Under the personal/carer's leave provisions, paid sick leave and time off in lieu of payment for overtime are specifically for the purpose of caring for the sick family member. Access to recreation leave and make-up time are facilitative provisions which enable employees to combine paid employment with other responsibilities. In addition personal/carers leave may be taken as leave without pay.

26.6.3 Like sick leave, personal/carer's leave should be managed in a fair and equitable way and mechanisms put in place to monitor sick leave taken as personal/carer's leave.

26.6.4 It is important that departments ensure that separate records are maintained for sick leave taken by the employee for their own illness and for a sick family member.

## 26.7 Family and Community Service Leave

26.7.1 A department head must grant an employee some or all of the available family and community service leave on full pay to accommodate emergencies or personal or domestic circumstances requiring leave.

26.7.2 Appropriate situations may include but are not limited to the following:

- (1) Compassionate grounds such as the death or illness of a close member of the family or a member of the employee's family group living in the same domestic dwelling.
- (2) Accommodation matters up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects.
- (3) Emergency or weather conditions such as when flood, fire, snow, earthquake and so on threatens lives or property or prevents an employee from reporting for duty.
- (4) Other personal circumstances such as citizenship ceremonies, parent-teacher interviews or attending the child's school for other reasons.
- (5) Attendance at court by an employee to answer a charge for a criminal offence, if the department head considers the granting of family and community service leave to be appropriate in a particular case.
- (6) Employees who are prevented from attending work at a normal work location due to a major transport disruption.
- (7) Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- (8) Employees who hold office in local government other than as a Mayor or President of a council, or chair of a county council, in order to attend meetings, conferences or other duties associated with that office, if those duties necessitate absence during normal working hours.

Family and community service leave is not available to casual employees.

### 26.7.3 Definitions:

- (1) "Family" or "relative" used here means:
  - (i) a spouse of the employee; or
  - (ii) a defacto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
  - (iii) a child or an adult son or daughter (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same family group living in the same domestic dwelling.

- (2) In this definition:
- (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship;
  - (ii) "affinity" means the relationship that one spouse or partner has to the relatives of the other spouse or partner.

#### 26.7.4 Paid Leave

- (1) Employees working a 5 day week
- (i) The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:
    - (ii) 2½ working days during the first year of service and 5 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
    - (iv) less any period of short leave or family and community service leave already taken.
- (2) Employees working a 6 day week
- (i) The maximum amount of family and community service leave on full pay which may be granted is:
    - (ii) 3 working days during the first year of service and 6 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
    - (iv) less any period of short leave or family and community service leave already taken.
- (3) Employees working a 7 day week
- (i) The maximum amount of family and community service leave on full pay which may be granted is:
    - (ii) 3½ working days during the first 12 months of service and 7 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
    - (iv) less any period of short leave or family and community service leave already taken.

#### 26.7.5 Additional Leave

If available family and community service leave is exhausted as a result of natural disasters, the department head must consider applications for additional family and community service leave, if some other emergency arises. For example, on the death of a person defined above additional paid family and community service leave of up to 2 days may be granted to an employee on an individual and situational basis.

#### 26.7.6 Other Leave

Department heads may grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### 26.7.7 Illness of Family Member

In cases of illness of a family member for whose care and support the employee is responsible, the employee may take accrued paid sick leave when paid family and community service leave has been exhausted. For further information see Personal/Carer's Leave.

### 26.8 Trade Union Training Leave

The parties agree that leave be granted in accordance with the MLC as follows:

26.8.1 Leave may be granted up to a maximum of twelve (12) working days in any period of two (2) years to employees who are members of registered industrial Unions to attend short training courses or seminars, subject to the following conditions:

- (1) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (2) the leave of absence will be granted at ordinary pay, ie: payment is not to include shift allowances, penalty rates or overtime;
- (3) leave granted will count as service for all purposes;
- (4) expenses associated with attendance at such courses or seminars; eg: fares, accommodation and meal expenses will be met by employee concerned, except where the duration of the course is one day or more requiring an overnight stay, Forests NSW will reimburse the cost of accommodation and meals for one day only.
- (5) applications for leave must be accompanied by a statement from the relevant Union that it has nominated the employee concerned for such course or seminar or that it supports their application.
- (6) Subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars.

### 26.9 Parental Leave

Parental leave includes maternity, adoption leave and "other parent" leave.

26.9.1 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:

- (1) For a period up to 9 weeks prior to the expected date of birth; and
- (2) For a further period of up to 12 months after the actual date of birth.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

26.9.2 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:

- (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- (2) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
- (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of

adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.

26.9.3 Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

- (1) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 1 of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

26.9.4 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:

- (1) Applied for parental leave within the time and in the manner determined set out in subclause 26.9.9; and
- (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
  - (i) in advance as a lump sum; or
  - (ii) fortnightly as normal; or
  - (iii) fortnightly at half pay; or
  - (iv) a combination of full-pay and half pay.

26.9.5 Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:

- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
- (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;
- (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.

26.9.6 A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.

26.9.7 Except as provided in subclauses 26.9.4, 26.9.5 and 26.9.6 of this clause, maternity, adoption or other parent leave shall be granted without pay.

## 26.9.8 Right to request

- (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclauses 26.9.1, 26.9.2 or 26.9.3 may make a request to the Department Head to:
  - (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
  - (ii) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay); to assist the staff member in reconciling work and parental responsibilities.
- (2) The Department Head shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

## 26.9.9 Notification Requirements

- (1) When a Department is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the Award.
- (2) A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
  - (i) that she/he intends to take maternity, adoption or other parent leave, and
  - (ii) the expected date of birth or the expected date of placement, and
  - (iii) if she/he is likely to make a request under subclause (h).
- (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
  - (i) the date on which the maternity, adoption or other parent leave is intended to start, and
  - (ii) the period of leave to be taken.
- (4) Staff member's request and the Department Head's decision to be in writing.
  - (i) The staff member's request and the Department Head's decision must be recorded in writing.
- (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months (or possible just cross reference back up) must notify the Department Head in writing as soon as practicable and preferably before beginning maternity, adoption or other parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Department Head agrees.



- (6) A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
  - (7) A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
  - (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the department head decides otherwise.
- 26.9.10 A staff member has the right to his/her former position
- (1) If she/he has taken approved leave or part time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part time basis.
- 26.9.11 If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 26.9.12 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 26.9.13 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the department) must be given.
- 26.9.14 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 26.9.15 A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- 26.9.16 A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
- (1) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave
  - (2) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
  - (3) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 26.9.17 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head,

should, in consultation with the member of staff, 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, teleworking and job redesign.

26.9.18 If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick 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.

26.9.19 Communication during maternity, adoption or other parent leave

- (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Department shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave; and
  - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave.
- (2) The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
- (3) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph (1).

## 26.10 Casual Leave Entitlements

Casual employees shall receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009:

26.10.1 Unpaid Parental Leave in accordance with Clause 12.5.4 of the Crown Employees (Public Service Conditions of Employment) Award 2009:

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (i) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
    - (ii) the employee or employee's spouse is pregnant; or
    - (iii) the employee is or has been immediately absent on parental leave.
- (2) The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

26.10.2 Personal Carer's Entitlement in accordance with Clause 12.6 of the Crown Employees (Public Service Conditions of Employment) Award 2009:

- (1) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member (as described below) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (2) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (4) The casual employee shall, if required;
  - (i) establish either 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 person, or
  - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
  - (iii) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (5) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

A family member for the purposes of Paragraph 2 (i) above is:

- (i) a spouse of the staff member; or
- (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (iii) 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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
- (iv) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- 26.10.3 Bereavement entitlement in accordance with Clause 12.7 of the Crown Employees (Public Service Conditions of Employment) Award 2009;
- (1) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (2) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (3) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
  - (4) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence."

#### 26.11 Extended Leave Entitlements

##### 26.11.1 Definition of "service"

- (1) "Service" includes:
  - (i) in the case of an employee or temporary employee who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
  - (ii) service occurring before the commencement of this part, including service of the kind referred to in paragraph (i).
- (2) Subject to clauses 26.11.2.(3) and 26.11.3(3), for the purpose of determining whether or not an employee or temporary employee has completed at least 10 years' service, as referred to in subclause 26.11.1.1 (i), the employee's or temporary employee's period of service is taken:
  - (i) to include any period of leave without pay taken before 13 December 1963, and
  - (ii) to exclude any period of leave without pay taken after 13 December 1963.
- (3) Note: 13 December 1963 was the date of assent to the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

##### 26.11.2 Leave entitlements generally

- (1) After service for 7 years or more but not more than 10 years, an employee or temporary employee is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (i) 2 months on full pay, or
  - (ii) 4 months on half pay, or
  - (iii) one month on double pay, for 10 years served.

- (2) After service for more than 10 years, an employee or temporary employee is entitled to extended leave under subclause (1) in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (i) 5 months on full pay, or
  - (ii) 10 months on half pay, or
  - (iii) 2.5 months on double pay,for each 10 years served after the first 10 years.
- (3) For the purposes of this clause, "service" includes any period of leave without pay taken before 13 December 1963.

#### 26.11.3 Entitlement to leave if employment terminated in special circumstances

- (1) This clause applies to an employee or temporary employee with at least 5 years' service but less than 7 years' service whose services are terminated:
  - (i) by the employee or temporary employee, for reasons of illness, incapacity or domestic or other pressing necessity, or
  - (ii) by the Crown, the Governor or the appropriate Department Head, for reasons other than the employees or temporary employee's serious and intentional misconduct.
- (2) The employee or temporary employee is entitled to:
  - (i) for 5 years' service, one month's leave on full pay, and
  - (ii) for further service in excess of 5 years, additional leave proportionate to the employees or temporary employee's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.
- (3) For the purposes of this clause, "service" does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

#### 26.11.4 Payment of accrued leave on termination of employment

- (1) If an employee or temporary employee has acquired a right to extended leave and his or her services are terminated, the employee or temporary employee may not take the extended leave but is instead to be paid the money value of the extended leave.
- (2) Any pension to which any such employee or temporary employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employees or temporary employee's extended leave, if taken, would have commenced.

#### 26.11.5 Leave to be paid out to dependants in cases of death

- (1) If an employee or temporary employee has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:
  - (i) the employee's or temporary employee's spouse, or
  - (ii) if there is no such spouse, the employee's or temporary employee's children, or
  - (iii) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's

death, a dependent relative of the employee or temporary employee, is entitled to receive the money value of the extended leave not taken or not completed.

- (2) If an employee or temporary employee with at least 5 years' service but less than 7 years' service dies:
- (i) the employee's or temporary employee's spouse, or
  - (ii) if there is no such spouse, the employee's or temporary employee's children, or
  - (iii) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's death, a dependent relative of the employee or temporary employee,

is entitled to receive the money value of the extended leave that would have accrued to the employee or temporary employee had his or her services terminated as referred to in clause 26.11.3 (1).

- (3) If there is a guardian of any child referred to in subclause 26.11.5 (1)(ii) or 26.11.5(2)(ii), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.
- (4) If:
- (i) no person is entitled to receive a payment under subclause 26.11.5.1 or 2.11.5.2, or
  - (ii) it appears to the appropriate Department Head that more than one person is entitled as a spouse to a payment under subclause 26.11.5.1 or 26.11.5.2,

the payment must instead be made to the employee's or temporary employee's personal representatives.

- (5) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (6) In this clause, "spouse" of an employee or temporary employee includes a person with whom the employee or temporary employee had a de facto relationship (within the meaning of the Property (Relationships) Act 1984 ) at the time of his or her death.

#### 26.11.6 Certain periods to be disregarded

- (1) Any period during which an employee or temporary employee is not employed, as referred to in clause 3 (2) of Schedule 3A, is to be disregarded for the purpose of calculating his or her extended leave entitlement.

#### 26.11.7 Leave entitlement reduced by leave already taken or paid out

- (1) The following amounts of extended leave are to be deducted from an employee's or temporary employee's extended leave entitlement:
- (i) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
  - (ii) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
  - (iii) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,

- (iv) for each period of extended leave in respect of which the employee or temporary employee has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.
  - (2) If a public holiday occurs while an employee or temporary employee is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case may be).
  - (3) In subclause (2), "public holiday" means any special or public holiday for which the employee or temporary employee is entitled to payment.
- 26.11.8 Extended leave may be postponed for temporary employees.
- (1) If the period of extended leave to which a temporary employee is entitled under this Schedule exceeds the period for which the employee is employed under this Act, the balance of the period of extended leave may be taken during subsequent periods of employment in the Public Service, but only if each subsequent period of employment commences on the termination of a previous period of employment in the Public Service.

All other provisions concerning extended leave not covered above will be in accordance with the provisions of the MLC.

## **SECTION 9 - MISCELLANEOUS**

### **27. Miscellaneous**

#### **27.1 Temporary Relocation**

27.1.1 Reorganisation within Forests NSW along with a shift in work areas necessitated through land management transfer to other agencies such as NPWS will require temporary transfer of employees from time to time.

27.1.2 The underlying principle in such cases will be to give full consideration to individual circumstances and preferences, with identification of volunteers through mutual agreement preferred to supervisor selection of employees to work away from home. Management will ensure maximum notice is given for a temporary transfer with a minimum of: -

- (1) Seven (7) calendar days notice for up to two (2) weeks transfer
- (2) Ten (10) calendar days notice for two (2) to four (4) weeks transfer, and
- (3) Fifteen (15) calendar days notice for over four (4) weeks transfer

27.1.3 Return to home will be provided, if required, each weekend while on transfer.

27.1.4 Applications can be made to return each week-end by workshops staff on an "as needs/compassionate" basis and the Workshops Manager will give consideration to such requests.

27.1.5 Employees permanently transferring between locations within FNSW will be entitled to the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009.

### **28. Inclement Weather**

#### **28.1 Definition**

For the purposes of this clause, inclement weather means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

## 28.2 Continuation of Work

28.2.1 Appropriate productive work will be carried out during inclement weather conditions, provided appropriate protective clothing of a high standard suited to local conditions is issued. Decisions on working during inclement weather will rest with the supervisor and, where they exist, by self-managing work teams, consistent with the *Occupational Health and Safety Act 2000* and Regulation 2001:

- (1) In forest Regions, where there are appropriate functions that can be undertaken during inclement weather, then these functions will be undertaken or continue to be undertaken.
- (2) Workshop employees will carry out fieldwork away from normal facilities and under inclement weather conditions as determined by the employee on the job in conjunction with the Workshop Manager.
- (3) Nursery employees will work during inclement weather on both production and customer service, provided that appropriate protective clothing is supplied.

## 29. Consultation Clause

- 29.1 The parties to the Award agree to an ongoing consultation process involving management, employees and the unions regarding organisational, work methods and/or technological change of any directorate, region or business unit which has an impact upon employees covered by the Award.
- 29.2 It is recognised that the parties can contribute valuable ideas in the process of change.
- 29.3 The parties agree that the consultation process shall not be used as a basis to delay the introduction of change. Any dispute arising from the implementation of this clause shall be dealt with in accordance with Clause 9 Grievance and Dispute Resolution.

## 30. Delegates Rights

- 30.1 FNSW recognises the rights of employees to elect union delegates as their representative for the purposes of this Award.
- 30.2 FNSW will not victimise an employee because the person is or is proposing to become a union delegate.
- 30.3 The delegate will have access to a notice board for the purpose of posting notices and announcements relating to the Unions' activities, provided that such notices are relevant to the site or the union.
- 30.4 The union delegates will have reasonable access to a computer for word-processing purposes, email, telephone, a photocopier, facsimile machine and a private meeting room, if and when necessary.
- 30.5 Union delegate(s) will be allowed to undertake the following activities without deduction of ordinary time earnings for:
- 30.5.1 consultation with recognised or accredited union official, on any significant workplace change including conditions of employment, subject to the supervisor or manager being notified;
  - 30.5.2 where FNSW is involved in any industrial proceedings (whether at the Commission or workplace or with Government representatives) that directly affects the area or employee(s) that the union delegate(s) represent, the delegate(s) will be permitted to attend such proceedings and have reasonable preparation time as required;
  - 30.5.3 after notification by the Union of the employee being elected as an Executive Member or in a vocational or industry committee; the employee may attend relevant meetings, either interstate or in NSW, subject to prior notification with management and where operational requirements allow for the taking of such time;



- 30.5.4 the opportunity to attend the annual branch conference of the Union subject to the delegate's absence will not unreasonably interfere with normal work operations and that prior approval is sought;
- 30.5.5 presenting information with the Union official if available, on the Union(s) and Union(s) activities at induction sessions for new employees, subject to prior notification with management and where operational requirements allow for the taking of such time;
- 30.5.6 attendance at meetings called by Unions NSW involving the Union(s) which requires attendance of delegate(s); subject to prior notification with management and where operational requirements allow for the taking of such time;
- 30.5.7 reasonable travelling time to and from the location for where the delegate(s) are required for the purposes of this clause.
- 30.6 Representation at the Joint Consultative Committee and Award negotiations will be discussed and agreed to by the parties.

### 31. Area, Incidence and Duration

- 31.1 This Award applies to all classifications listed in Appendices 3, 4, 5, 6 and 7 attached to this Award employed by the NSW Department of Primary Industries - Forests NSW under Schedule 1, Part 3, Special Employment Division of the *Public Sector Employment and Management Act 2002*.
- 31.2 The Award rescinds and replaces the Forestry Commission Division Trading as Forests New South Wales Crown Employees Fieldwork and Other Staff Award 2008-2009, published 15 May 2009 (Vol. 367 I.G. 1800) and award variation, (Vol. 370 I.G. 572).
- 31.3 This award will operate from the 30 May 2011 and will remain in force until 30 June 2012.

## APPENDIX 1

### RATES OF PAY

The minimum weekly rates for full-time employees covered by this Award are:

Classification Rate	1 July 2009	From First Full Pay Period on or after 1 July 2010 4% p.a. increase	From First Full Pay Period on or after 1 July 2011 4% p.a. increase
	Weekly Wage	Weekly Wage	Weekly Wage
1	\$701	\$729	\$758
2	\$723	\$752	\$782
3.1	\$752	\$782	\$813
3.2	\$756	\$786	\$817
4.1	\$788	\$820	\$853
4.2	\$804	\$836	\$869
4.3	\$822	\$855	\$889
4.4	\$837	\$870	\$905
5.1	\$871	\$906	\$942
5.2	\$889	\$925	\$962
5.3	\$898	\$934	\$971
6.1	\$986	\$1,025	\$1,066
6.2	\$1,016	\$1,057	\$1,099
6.3	\$1,044	\$1,086	\$1,129
6.4	\$1,071	\$1,114	\$1,159

Divisional Commander will be paid at the weekly equivalent of:

	1 July 2009	From First Full Pay Period on or after 1 July 2010	From First Full Pay Period on or after 1 July 2011
Annual Rate	\$67,416pa	\$70,113pa	\$72,918pa
Weekly equivalent	\$1,292 per week	\$1,344pa	\$1,397pa

## APPENDIX 2

### ALLOWANCES

Past Entitlements Preserved within this Award (Grandfathered Entitlements):

- First-aid
- Distant places
- Western allowance

Definition of Allowances:

"Accredited Assessor Allowance" The allowance paid by Forests NSW for nationally accredited assessors will be as provided for in Item 22 of Table 3. This payment will be received for time spent in preparation, delivery, assessment and reporting of accredited courses.

This allowance is payable to nationally accredited assessors who deliver training. It is not restricted to nationally accredited courses but rather has application to any external or Forests NSW courses which result in some form of qualification or accreditation, with the exception of back care (ie those delivering back care training will receive the allowance for the life of this award). The parties agree to review the operation of this clause during the life of the award.

"Accredited Assessors Allowance - Task Based Assessments (FFHF)" Field Workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid an allowance as provided for in Item 21 of Table 3 for time spent in preparation, delivery, assessment and reporting of Task Based Assessment s.

This allowance will move in line with the general Accredited Assessors Allowance.

"Allowance for dealing with protestors" Where protestors are disrupting forestry operations and Forests NSW appoints an employee to supervise and control the incident, the employee shall be paid an allowance to the divisional commander rate as set out in Appendix 1 on a higher duties basis as provided for in cl.22.4.

"Chemical Handling and Working with Bitumen/ Sealing Allowance" An allowance as provided for in Item 10 of Table 1 is payable to those employees directed to use pesticides and herbicides who are accredited chemical users and shall also apply to employees engaged in sealing and working with bitumen where they are required to wear full protection, ie: all of the following; face shields, overalls, elbow length gloves and boots for the application of pesticides and/ or herbicides.

"Divisional Commander" An employee who is appointed as a divisional commander to supervise and control a wildfire or incident on behalf of by Forests NSW, will be paid an allowance to the divisional commander rate as set out in Appendix 1 on a higher duties basis as provided for in cl.22.4.

"Tool Allowance" All tools required by employees shall be provided free of charge by Forests NSW, other than in Workshops where a tool allowance shall be paid to trades persons as provided for in Item 1 of Table 1 to cover the cost of work-related tools. This allowance is linked to movement in the Skilled Trades Award.

"Working in Sludge" Those engaged in the handling and spreading of sewerage sludge on a given Forests NSW area will receive, for the period of application only, an allowance as provided for in Item 9 of Table 1.

NB:

Workshops Allowances with the exception of "First Aid" and "Applying Obnoxious Substances", are linked to movement in the Crown Employees (Skilled Trades) Award.

"Applying Obnoxious Substances" is linked to movement in the General Construction and Maintenance, Civil and Mechanical Engineering and C (State) Award (or an award replacing that award), as there is no comparable allowance under the Crown Employees (Skilled Trades) Award.

**Table 1 - Wage Related Allowances**

Workshop Employees					
Item	Clause or Appendix Number	Allowance	From the beginning of the first full Pay Period on or after 1 July 2009	From the beginning of the first full Pay Period on or after 1 July 2010	From the beginning of the first full Pay Period on or after 1 July 2011
1	Appendix 2	Tool Allowance - Tradespersons	\$25.80 per week	\$26.80 per week	\$27.90 per week
2	Appendix 2	Confined spaces	\$0.81 per hour	\$0.84 per hour	\$0.87 per hour
3	Appendix 2	Height money	\$0.63 per hour	\$0.66 per hour	\$0.69 per hour
4	Appendix 2	Tower allowance Above 15 metres Above each additional 15 metres	\$0.63 per hour \$0.63 per hour	\$0.66 per hour \$0.66 per hour	\$0.69 per hour \$0.69 per hour
5	Appendix 2	Spray Painting Application	\$0.62 per hour	\$0.64 per hour	\$0.67 per hour
6	Appendix 2	Applying obnoxious substances	\$0.78 per hour	\$0.81 per hour	\$0.84 per hour
7	15.4 & Appendix 2	First-aid	\$13.60 per week	\$14.10 per week	\$14.70 per week
8	25.1	On-Call Duty / Weekly On Call Roster	\$123 per week	\$128 per week	\$133 per week

**Table 1 - Field Workers**

Item	Clause or Appendix Number	Allowance	From the beginning of the first full pay period on or after 1 July 2009	From the beginning of the first full pay period on or after 1 July 2010	From the beginning of the first full pay period on or after 1 July 2011
9	Appendix 2	Working in Sludge	\$0.88 per hour	\$0.92 per hour	\$0.96 per hour
10	Appendix 2	Chemical Handling and Working with Bitumen/ Sealing	\$13.30 per day	\$13.80 per day	\$14.40 per day
11	15.4 and Appendix 2	First aid	\$13.60 per week	\$14.10 per week	\$14.70 per week
12	23.3, 23.5 and Appendix 2	Weekly On Call Roster	\$123 per week	\$128 per week	\$133 per week
13	23.6	Immediate on Call	1/3rd ordinary hourly rate	1/3rd ordinary hourly rate	1/3rd ordinary hourly rate

**Table 2 - Expense Related Allowances - Travel Arrangements**

Item	Clause or Appendix Number	Allowance	Allowances as at 1 July 2010 and adjusted in accordance with Cl. 20.5
14	14.8	Meal Allowance for Overtime  Breakfast Allowance: When required to start work before 6.00am. Lunch Allowance: For overtime required to be worked after 1.30pm on Saturdays, Sundays or Public Holidays. Dinner Allowance: When required to work after 6.00pm.	\$25.80  \$25.80  \$25.80
15	20.2.2 (1)	Reimbursement of Meal Expenses - No Overnight Stay Breakfast Expenses: When travel starts before 6.00am Lunch Expenses: When the staff member is unable to have lunch at his/her normal workplace Dinner Expenses: When work or travel goes beyond 6.30pm	\$23.10  \$25.90  \$44.50
16	20.3.2(1)	Reimbursement for Accommodation and Meals - Overnight Stay  Breakfast (if not included in the accommodation charge) Lunch (if not included in the accommodation charge) Dinner in the country ((if not included in the accommodation charge) Dinner in the city (if not included in the accommodation charge) Incidental allowance (per night spent away)	\$23.10 \$25.90 \$40.65 \$44.50  \$20.30**** per night ***NB fixed rate until Incidental Allowance applicable within the NSW Public Sector exceeds this rate.
17	20.4.1	Camping Expenses: (a) When camping at an established camp where facilities such as cubicles, a wash house and a kitchen are already set up. (b) When camping at a non-established camp (which includes caravans), or where facilities must be set up by the employee. (c) To cover the cost of hiring additional equipment which Forests NSW is unable to supply. (d) When the employee supplies their own sheets, blankets or sleeping bag. (e) When employee camps for more than 40 days.	\$27.65 per night  \$36.55 per night  \$27.30 per night  \$4.55 per night \$8.70 per night

	20.4.3	Incidental allowance is paid for overnight camping stays as compensation for incidentals incurred (per night spent away)	\$20.30*** per night ***NB fixed rate until Incidental Allowance applicable within the NSW Public Sector exceeds this rate.
18	16.2.1	Boots	\$283.00 per year
19	Appendix 2	Kilometre rate Should Forests NSW be unable to provide transport and where no public transport is available to transport an employee from his/her residence to their headquarters, depot or centre, or if an employee is required to report at a place other than their headquarters, depot or centre, then Forests NSW shall pay the employee an allowance according to the following scale, viz; where the distance from their residence to the centre or such place is:	
		Kilometres 3 - 10 10 - 20 20 - 30 30 - 40 40+	\$4.30 per day \$11.60 per day \$14.90 per day \$21.30 per day \$24.00 per day
Headquarters, depot or centre means the place where the employee reports for work.			
Fire Fighting Fitness Incentive Payment and Accredited Assessors Allowance			
20	23.2.3	Fire Fighting Incentive	\$261 per annum
21	Appendix 2, 23.2.5 and 23.13.1	Accredited Assessor - Task Based Assessments (FFHF)	\$7.10 per hour
22	Appendix 2	Accredited Assessor	\$7.10 per hour

### APPENDIX 3

#### STATEMENT OF RESPONSIBILITY LEVELS AND PROMOTIONAL CRITERIA

For an employee to be graded to a higher position than the generic level, the position description must be evaluated by the Classification Committee.

Forests NSW will make available to the workforce appropriate training to facilitate advancement through the classification structure.

#### LEVELS 1 & 2

##### Responsibility

An employee at Level 1 or 2 will:

generally work under direct supervision be responsible for identifying and solving minor problems which occur in the workplace be required to work to predetermined standards and outcomes be responsible for keeping their own work area safe and clean show awareness for the relevant Forest Practices Codes

##### Promotional Criteria

Level 1

Six (6) months induction process (within 7 days) and Induction Program.

Promotion to Level 2 on satisfactory completion and satisfactory attendance and performance history.

## Level 2

Eighteen (18) months Employee Development Program

Promotion to Level 3.1 within 18 months on satisfactory completion and satisfactory attendance and performance history.

LEVEL 3
---------

## Responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

## 3.2 Co-ordinator

responsible for provision of the co-ordination of work performed by a small group and on-the-job training (non-accredited) for that small group; knowledge and understanding of relevant Forest Practices Codes.

## Promotional Criteria

An employee remains at Level 3.1 until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

The promotion by merit principle will apply in all cases.

LEVEL 4
---------

## Responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and by themselves or with others, identifying, reporting or solving problems outside their work area.

The employee is responsible for application of relevant Forest Practices Codes and Regulatory requirements.

LEVEL 5
---------

## Responsibility

An employee at this level has greater responsibility than at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work

outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to train small groups on-the-job (non-accredited) and/or assess competency of workers in the tasks they perform. They will be responsible for OH&S of those under his control. An employee at this level will be required to exercise judgement in the planning and carrying out of work.

An employee at this level is required to ensure application of relevant Forest Practices Codes and Regulatory requirements.

The employee will also be responsible, with others, for identifying and solving problems in their work areas, if supervising others for initiating, co-ordinating and monitoring problem-solving in own work area, for identifying and reporting problems in other work areas where they affect activity in own work area.

#### Promotional Criteria

Level 5.1 is the Supervisor Entry Level and Probationary Period, however, initial appointment can be made at a higher level depending on competencies and relevant experience.

Within 12 months, training will be provided as detailed in Note 18.

Rangers - may progress to Level 5.2 or 5.3 dependent on the role of their position after 12 months experience at 5.1 and being accredited in the training subjects, and displaying satisfactory attendance and performance history.

Works - will progress to Level 5.2 dependent on satisfactory completion of training and satisfactory attendance and performance history and 12 months experience at 5.1.

Progress to 5.3 is dependent upon satisfactory attendance and performance history and 12 months experience at 5.2.

Harvesting - Plantations

as for "Works".

Harvesting - Native Forests

Progress to levels as determined by position evaluation, after 12 months experience at 5.1, satisfactory completion of training and satisfactory attendance and performance history.

#### Promotional Criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

Promotion to levels above 5 on merit principle in all cases.

LEVEL 6

Responsibility Will be as determined by position description.

Promotional Criteria Promotion within Level 6 on merit principle in all cases.

An employee at level 6 may be graded to a higher position within this classification than their generic level as indicated in Appendix 4 by evaluation of their position description.

**APPENDIX 4**

**FIELDWORKER CLASSIFICATIONS**

**(does not include Research, Nurseries or Mechanical Trades Staff)**

Level	Job Title and Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
1.	Employee Induction 1	Survey (Road & Precision) Field Hand Chemical Handling Boat (River) Skills Crane Chaser	Level 1 & 2: Workers will generally work under direct supervision (see Schedule 2)	1. Employee Induction Process within 7 days
2.	Employee Development 2	Fire Tower Operator First Aid(Accredited) Tree Disease 4 Noxious Plants 4		
3.1 3	Level 1 & 2 Plus: • 4WD Operator (Light) • Pump & Foam • Chainsaw Crosscut(Level 1) and/or Simple Tree Felling (Level 2) OR Brushcutter • and job specific	Noxious Animals 4 Generators, Mowers, Power  Tools, Herbicide  Sprayers/  Applicators, Nursery Implements, Tar Sprays, compressor, jack hammer, wacka packa, etc. Flora or Wildlife Identification & Survey Techniques5 Hand Tool Work, eg: pipe laying, sump cleaning, scrubbing Tallyman, Prescribed Burning	Level 3.1: (see Schedule 2)	- First Aid (Non-Accredited) - Aircraft Awareness - Environmental Care - Basic Communication - Backcare  2. Employee Development within 18 months and must include: - 4WD (Light) - Pumps and Foam - Chainsaw Crosscut (Level 1) / Simple Tree Felling (Level 2), OR Brushcutter



		<p>- SPD SPECIFIC (for those in plantation works gangs) must have:</p> <ul style="list-style-type: none"> <li>- Select Trees, Pruning from Ground or Ladder, Planting, Chemical Handling (as appropriate to fertilising and application of herbicides by hand and mechanical means)</li> </ul> <p>SPD Specific - additional silvicultural competencies,</p> <ul style="list-style-type: none"> <li>- Fertilising by hand or machine</li> <li>- Release trees/control weeds</li> <li>- Conduct non-commercial thinning operations</li> <li>- Tree selection, marking &amp; tracking for harvesting (minor instruments, no FS&amp;W accreditation &amp; no inventory work)</li> </ul> <p>Pine Seed Orchard Field Hand</p>		<p>3. At the discretion of the Workplace Manager, a Field Worker may be graded 3.1 without meeting ALL the compulsory competencies.</p> <p>4. Simple Identification and Control</p> <p>5. Non-Accredited</p> <p>6. 3.2 Co-ordinator position is used as HDA when regular supervisor is absent for periods of less than 1 day.</p> <p>If supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 3.2 (with Basic Supervisor Training).</p>
3.2	<p>Level 3.1 Plus:</p> <ul style="list-style-type: none"> <li>• Map Reading</li> <li>• Knowledge&amp; understanding of relevant Forest Practices Codes OR Level 3.1. Plus Chainsaw Advanced (Level 3)</li> </ul>		<p>Level 3.2: Intermittently responsible for provision of the co-ordination of work performed by a small group and on-the-job training(non-accredited) for that group.6</p>	<p>7. With FS&amp;W accreditation, inventory work &amp; complex instruments required.</p> <p>8. Requires LR Licence only.</p> <p>9. Some require MR Licence and FS&amp;W Rooding (Operator) - All require Environmental Awareness (operator)</p>

4.1	Level 3.1 Plus any of the job specific competencies.	<ul style="list-style-type: none"> <li>- Map Reading</li> <li>- Tree Marking and Tracking<sup>7</sup></li> <li>- Planting Machine</li> <li>- Light Truck 8</li> <li>- Fork Lift</li> <li>- Incendiary Machine Operator</li> <li>- FLIR Operator Plantations</li> <li>Flora or Wildlife Identification and survey techniques (accredited)</li> <li>Forest Plotting</li> <li>Marvl Inventory</li> <li>4WD Heavy</li> </ul>	Level 4.1: (See Schedule 2) Application of relevant Forest Practices Code.	<ul style="list-style-type: none"> <li>- Includes towed implements, trailers and powered implements/ attachments.</li> </ul>
4.2	Level 3.1 Plus Operator, any of 9 Fire Tanker 10, Single Axle Truck, 2 or 4WD Tractor, FE Loader, Self-propelled Road Roller, S.O.F.T. Truck, Truck + HIAB, Fuel Truck 11, Bobcat Carpenter/ tradesman Storeman (no fuel issue)	Native Forests: Flora or Wildlife Identification & survey techniques(accredited) Tree measurement, growth plot establishment, measurement & maintenance.	Level 4.2: As for 4.1	<ul style="list-style-type: none"> <li>10. Requires map reading</li> <li>11. Dangerous goods licence as appropriate</li> <li>12. All require FS &amp; W, roading (operator)</li> </ul>
4.3	Level 3.1 + Operator 12: any of Grader, All Bulldozers, Scrapers, Excavator, Backhoe, 140 HP + 4WD Tractor, 4WD Tractor with herbicide application 13, Bogie drive Truck 14, Traxcavator Storeman (with fuel issue).	Note 9.	Level 4.3: As for 4.1	<ul style="list-style-type: none"> <li>13. Includes operation and maintenance of application equipment and chemical mixing, handling and security.</li> <li>14. Requires HR Licence</li> </ul>
4.4	Co-ordinator 15 4.1 or 4.2 or 4.3 plus Basic Supervisor Skills, Map Reading, FS&W, Roothing (Supervisor), Fire Fighter  Level 2 (crew leader) 16  Low Loader Driver 17		Level 4.4: As for 4.1 plus to ensure application of relevant Forest Practices Codes. Co- ordinate work and/or other Level 4 Forestry Field Workers AND conduct on-the-job training (non-accredited) as required.	<ul style="list-style-type: none"> <li>15. Co-ordinator position is used as HDA when regular Supervisor is absent for periods of less than 1 day. If Supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 4.4.</li> </ul>

					<p>16. Lower graded employees are paid a higher duties allowance of 4.4 for fire crew leader duties.</p> <p>17. Requires HC Licence which authorises float driving or towing trailer over 9 tonnes gross mass.</p>
5.1 23	NFD, SPD & HPD			Closely Supervised to ensure application of relevant Forest Practice Codes	<p>General: (Level 5) All include job specific competencies. 17 (a) Works: - plantation establishment, tending &amp; maintenance - general construction, maintenance &amp; protection - Road &amp; precision survey - Inventory (SPD) 18 Entry Level, training must occur within 12 months in: - Fire fighter Level 2 (crew leader) - Basic Computer - Map Reading - Supervisor Skills (advanced - job management skills) - FS&amp;W, harvest or roads (op &amp; sup) - Incident Control System Familiarisation - Workplace Assessor(Non-accredited) - OH&amp;S (Level 2) - Environmental Awareness (Supervisor)</p>
	Compulsory				
	Harvesting 3.1 + 18	Works17 (a) 3.1 + 18	Rangers 3.1 + 19 Recreation Facilities Maintenance		
					<p>19. Basic Communication skills - Recreation Facilities Maintenance</p>

	NFD, SPD & Hardwood Plantations Division				
	Compulsory				
5.2	Harvesting  5.1 Plus FS&W, Harvesting (Operator & Supervisor) 21	Works  5.1 Plus plantation works (20 &21)  5.1 Plus FS&W Roads  (Operator & Supervisor) for Road Construction & Maintenance Supervisor (20 & 21)  5.1 Plus Noxious Animal and/ or Weed Control. Management 22	Rangers Noxious Animal Management and /or Weed Management	Generally Supervised •To ensure application of relevant Forest Practices Codes • Survey Aboriginal Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices	20. Supervise Minor Works Operations.  21. Developmental Level (refer Schedule 2).  22. Noxious Animal and/or Weed Control  Management does not progress to 5.3.  23. Aboriginal Cultural Heritage Officer positions are designed at three levels i.e. Level 1 (Entry Level), Level 2 & Level 3. Level 1 can be appointed in the range 5.1 to 5.3 depending on knowledge, skills, experience and responsibility.  Aboriginal Cultural Heritage Officers at Level 5 are able to identify and report on Aboriginal sites and assist in the development of management options to protect those sites.
	NFD, SPD & Hardwood Plantations Division				
	Compulsory				
5.3	Harvesting (24)	Works (24)	Rangers Education and Community Liaison (25)	Broadly Supervised To ensure application of relevant Forest Practices Codes	24. Can supervise several Works Operations. Can supervise minor Harvesting Operations.
					25. Advanced Communications, Presentations Skills, Customer Service.

	Compulsory	Job Specific		
6.1	<p>Native Forests Division</p> <p>SFO 26 Supervisor Flora &amp; Fauna survey. Supervisor Inventory team.</p>		See schedule 2.	<p>26. SFO - Cypress &amp; Red Gum products</p> <p>27. SFO- all other native products Lower graded employees are paid a higher duties allowance to 6.1 for sector boss work.</p>
6.2	<p>Native Forests Division SFO 27</p> <p>Softwood Plantations Division Harvesting Operation/ Merchandising Supervisor 28</p>		<p>See schedule 2.</p> <p>In addition to the duties of the Level. 1 ACHO position, assists in developing and implementing training/information programs &amp; sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects. Survey Aboriginal</p> <p>Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices.</p> <p>Monitor Aboriginal sites within native forest areas managed by Forests NSW and this may also include plantations, and in some Instances private property where</p> <p>Forests NSW enters into joint management arrangements.</p>	<p>28. Supervises one or more harvesting operations with product segregation, compliance with Code and Harvesting Plan, planning assistance and day- to-day organisational responsibilities.</p> <p>29. Program coordinator. Can supervise other supervisors from level 5 or 6 In addition to Level 5 criteria, Level 2 ACHO's at Level 6.2 are able to develop co-management projects on State forests, resolve conflict with stakeholder groups and train Forests NSW' staff and Aboriginal community groups in cultural heritage issues</p>

			See schedule 2.	30. Proceed to level 6.3 with a minimum of 2 years experience with satisfactory performance at 6.2 AND responsible for complex operational procedures AND works basically unsupervised.
6.3	Softwood Plantations &			31 Can supervise
	Native Forests Divisions Works, road construction and maintenance programs co-ordination 29  Native Forests Division Supervising Forest Officer 30			other supervisors at level 5 or 6. 32. Forestry Field Workers at this level may also fill positions with a high degree of specialised technical skill.
6.4 31 &  32	Native Forests & Softwood Plantations Divisions  Harvesting, Merchandising or Harvest Planning Program Coordinator Native Forests Division SFO Coordinator or Planning Assistant		See schedule 2 ACHO Level 3 Participation in  Aboriginal Heritage Committees at Regional and Corporate levels. Contribute to the development of forest co-management and/or joint venture management agreements between Forests NSW and the Aboriginal communities.	There will generally be no more than 1 ACHO Level 3 in each Region but be responsible for similar duties But is responsible for Maintaining and regulate the Aboriginal Site database and oversight the duties and responsibilities of the Level 2 & 1 ACHO. In addition must Develop, organise and run training /information Programs /sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects.

**APPENDIX 5**

**MECHANICAL & RADIO SERVICES**

**MECHANICAL TRADES CLASSIFICATIONS**

Skill Level	Wage Points	Responsibility	Skills	Knowledge
Mechanical Tradesperson Grade 1	FW 4.3	Works under routine supervision either individually or in a team environment	Perform tasks and processes of a trades standard under general supervision either individually or in a team environment. Ability to read and interpret technical manuals, drawings and basic schematic diagrams. Undertakes all tasks incidental to their general work.	Trades Certificate or equivalent in an appropriate mechanical trade and holds an MVRIC Tradesman’s Certificate.  Basic knowledge of OH&S matters Sufficient to ensure performance of routine tasks.
			As for 4.3 together with one additional post-trade qualification appropriate to the specific work environment.	
Grade 1A	FW 4.4	Works under limited supervision either individually or in a team environment	Holds a trades certificate, at least one relevant post-trades qualification (or equivalent) which can be fully utilised in the work environment. Has a minimum of 12 months experience in an appropriate work environment.	As for 4.3 together with one post trade qualification from the areas in 5.1
Mechanical Tradesperson Grade 2	FW 5.1		Able to demonstrate abilities and a capacity for working efficiently on relevant tasks and processes under general supervision. Ability to exercise diagnostic skills suitable for performing routine maintenance and repair functions. Undertakes all tasks incidental to their general work.	

			<p>Holds a trades certificate, at least three relevant post-trades qualification (or equivalent) which can be fully utilised in the work environment. Has a minimum of 2 years experience in an appropriate work environment. Able to carry out tasks and processes to a high standard of quality, efficiently and with only general guidance. Ability to read and interpret complex technical manuals, drawings and schematic diagrams and exercise advanced diagnostic skills in all technical areas. Undertakes all tasks incidental to their general work. Capable of providing trade guidance and assistance to other members of a work team.</p>	<p>Equipment Maintenance Air-conditioning Maintenance Hydraulics Welding (gas, arc, MIG &amp; TIG) Fitting and Machining Auto-Electrical</p>
		Works under		
Mechanical Tradesperson Grade 3	FW 5.2	general guidance either individually or in a team environment	<p>As for 5.2 with at least four relevant post-trade qualifications (or equivalent) which can be fully utilised in the work environment. Able to complete a wide range of complex tasks and processes to a high standard of quality, efficiently and with only general guidance. Capable of providing trade guidance and assistance to other members of a work team. Exercises advanced diagnostic skills in all technical areas. Capable of carrying out the requirements of RTA inspections</p>	<p>As for 5.1 together with three relevant post trade qualifications or equivalent, necessary licences and at least 2 years experience in at least three of the above areas. In depth knowledge and understanding of systems and equipment involved in at least four of the areas described for 5.1. Knowledge of OH&amp;S techniques, legislation and work practices appropriate to all work undertaken at this level. Understanding of the principles and practices involved in quality control As for 5.2 together with an in-depth knowledge and understanding of all aspects</p>
Mechanical Tradesperson Grade 4	FW 5.3	Works under general guidance either individually or in a team environment		



				of systems and equipment regularly encounter in the job, including those areas described in 5.1 Qualifications and experience suitable for obtaining an RTA Examiner's Licence for all equipment operated by Forests NSW
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			As for 5.3 while also	
Progression to Level 6 is my merit for an advertised vacancy only				
Mechanical  Trades Team Leader	FW 6.1	general guidance in technical areas and routine supervision for job control functions.	of and provision of trade guidance and assistance to other members of a work team. Carry out limited administrative functions including job allocation to others, dealing with customers, job time and cost control	As for 5.3 together with full understanding of the principles and practices of supervision and a good general understanding of all technical aspects of workshop operations.
		Works under	As for 5.3 while also responsible for supervision	
Mechanical  Trades   Supervisor   Grade 1	FW 6.2	general guidance in technical areas and limited supervision for administrative and financial functions.	and technical control of a small annex at a location remote from the main workshop(includes one-man annexes). Provide supervision and technical guidance to other members of a work team of up to two permanent members. Assist manager with administrative functions such as: detailed job time and cost control, preparation of quotations, liaison	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical aspects of workshop operations.  Understanding of principles and practices involved in job control and technical administration.

			with customers, inventory control, purchasing.	
			As for 5.3 while also responsible for supervision of and provision of technical guidance to all workshop staff (work teams will consist of three or more staff). Independently responsible for controlling all aspects of day- to-day operations of a substantial work team.	
Mechanical	FW	Works under general guidance in technical and administrative areas and limited supervision for financial functions.	Provide administrative functions in support of the workshop manager such as: job time and cost control, preparation of quotations, liaison with customers, inventory control, purchasing.	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical aspects of workshop operations. Full understanding of principles and practices involved in job control and technical administration. Good understanding of financial and general administrative policy and requirements.
Trades Supervisor Grade 2	6.3		Assist Manager in planning & financial areas (for both workshop & annex locations) including: overhead expenditure control, budget preparation, routine reporting, detailed job and staff planning, stores requirements, asset control.	

**APPENDIX 6**

**APPRENTICES**

**WORKSHOPS & NURSERIES**

(i) Wage Rates

As a percentage of Fieldworker Grade 4.3

1st Year - 42%

2nd Year - 55%

3rd Year - 75%

4th Year - 88%

Adult apprenticeship rates (Workshops only)

Adult Apprentices as a percentage of Fieldworker Grade 4.3:

1st Year - 78%

2nd Year - 83%

3rd Year - 86%

4th Year - 90%

(ii) Apprentice Training

When required to attend block release at a location where it is not practical to return home daily, the cost of public transport, accommodation, meal and incidental expenses will be reimbursed.

Travel to and from block release or single day attendance, outside normal working hours, will be reimbursed at single time rates.

For single day attendance where fares are in excess of those incurred in travelling to and from their normal place of work, apprentices will be reimbursed fares based on public transport rates.

## APPENDIX 7

### FOREST RESEARCH AND DEVELOPMENT CLASSIFICATIONS

Level	Job Title & Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
3.1 1 3.2	General knowledge of forest management practices.  Basic map reading 2 Competence in precision measurement. Understanding of sampling procedures.  Drivers licence. 4WD operator.	Planting  Fertilising Herbicide application Safety awareness Fire fighting	3.1 Work closely supervised. 3.2 Work with general supervision.	1. General entry level for R&DD duties with one annual progression based on satisfactory performance. 2. Ability to read road maps, interpret plot layout diagrams
4.43	Advanced map reading /interpretation. <sup>4</sup> Establish, measure and monitor field experiments. Basic problem solving/ assessment.	In at least 3 of following: Flora and/or Wildlife Id. and Survey Techniques Tree and Growth Plot M'ment Growth plot est'ment	As per 3.2 plus Ability to work individually under general supervision and ability to supervise others in the operation of research equipment	3. Entry based on demonstrated competency at 3.2 4. Detailed understanding

	<p>Basic computer skills. Research equipment usage/ maintenance. Ability to plan the methods and the order in which tasks are to be completed.</p>	<p>&amp; maint. Methods of application of trial treatments as required. Ability to operate research equipment such as clinometer, compass, height stick, bark gauge. MARVL inventory Adv.</p> <p>skill in physical or data sampling &amp; storage procedures.5 Operate &amp; maintain relevant equipment 6</p>	<p>and in research activities.</p>	<p>of topographic maps, able to precisely locate boundaries and draw detailed locality and plot layout maps. 5. Biological, water, soils or site information. 6. Chainsaw certificate, data loggers, dendrometer, meteorological stations, GPS etc.</p>
5.3 7	<p>Understanding of research approach&amp; application of scientific method. Advanced problem-solving skills (ability to assist in the design of research trials and plan for contingencies). Decision making ability.</p> <p>Data entry ability, produce data summaries, report writing ability. Financial management skills Strong interpersonal and communication skills.</p>	<p>Competency in at a least 6 of the following: Data mgt/quality control Ability to check &amp; process initial data. Techniques which ensure a quality outcome of the job undertaken.</p> <p>Basic knowledge of sources of error and bias. Strong reporting ability 8 Advanced flora/ fauna identification 9 Ability to conduct specialised surveys 10</p> <p>Capacity to supervise several research gangs and be responsible for large data sets captured in the field. Operate, monitor and service a wide variety of plant and equipment 11. Relevant Trades Certificate as required.</p>	<p>as per 4.4 plus Work unsupervised, supervise other staff and minor contractors.</p>	<p>7. One level with entry based on demonstrated competency at Level 4.4.</p> <p>8. Accurate, timely and reliable reports on research trials including recommen. for future trials concerning research trials including recommen. for future trials.</p> <p>9 Awareness and understanding of botanical/ fauna referencing and procedures involved in collecting and lodging voucher</p>

<p>6.4 12</p>	<p>A well developed knowledge of the particular scientific discipline in which the position functions 13.</p> <p>Highly developed problem solving skills 14.</p> <p>Highly developed ability to plan and supervise work 15.</p>	<p>At least three of the following:                  Highly effective interpersonal and communication skills.                  Establish and maintain contacts with foresters, managers or relevant external agencies/clients.</p> <p>Advanced computer skills in Word and Excel. Understanding of GIS operation.</p> <p>Advanced keyboard and electronic data capture 16.</p> <p>Advanced technical report writing 17.</p>	<p>As per 5.3 plus</p> <p>Responsible for a high degree of efficiency, precision and accuracy in all work performed.</p>	<p>material (tissue, specimen, spoor etc.).</p> <p>10. surveys conducted that incorporate an understanding of customer specification and the planning and implementation of these surveys.</p> <p>11. Data loggers, dendrometers, anabat etc.</p> <p>12. Entry based on demonstrated competency at Lvl 5.3.</p> <p>13. Generally gained through extensive experience working in that discipline/</p> <p>14. Ability to overview experiments, machinery or operating systems to diagnose any faults and remedy faults.</p>
		<p>Soil assessment and characterisation and reporting to regulator 18</p>		<p>15 Requires well-developed logistical skills to enable efficient use of employees, materials and time.</p> <p>Requires an ability to adopt contingency planning.</p>

				16 Supervision of research data entry, analysis and manipulation of such data.
				17. such as reports that may require specialist representation in court or reports to a Regulatory agency as the basis for compliance to a licence.
				18. such as Regolith soils work for EPA licence.

## APPENDIX 8

### GRIEVANCE & DISPUTE RESOLUTION PROCEDURES

Forests NSW is committed to delivering an equitable and productive work environment. The following grievance and dispute resolution procedures aim to effectively deal with employees work-related concerns and grievances by creating and sustaining a workplace environment that values employees and deals with work-related concerns promptly, impartially, fairly and with the utmost confidentiality.

All employees and managers are encouraged to be aware of their responsibility/obligation to recognise and address grievances and disputes within their workplace in accordance with the following guidelines in order to ensure Forests NSW remains a fair, equitable and professional workplace.

Grievance:

A "grievance" is a clear statement by an individual employee of a work-related problem, concern, complaint or difficulty. Grievances can range from the very minor and easy to resolve to the extremely serious, which may involve formal disciplinary action; eg:

John may feel he has a grievance because he has been overlooked when it comes to training opportunities, whereas other employees in his Division have had multiple opportunities to undertake training.

Kathryn may feel she has a grievance because of being denied recreation leave, while others in her work area have no trouble getting away for a holiday.

Grievances can involve:

interpretation and application of management policies

lack of workplace communication of work-related issues

interpersonal conflict (eg: between employees, or between an employee and supervisor)

Occupational Health and Safety issues

alleged discrimination within the meaning of the *Anti-Discrimination Act 1977* (racial, sexual, or on the basis of a disability)

problems in understanding or interpreting an Award or enterprise agreement

work environment problems (eg: lighting, heating, office equipment)

Appeals against decisions

Dispute:

A "dispute" is a complaint, concern or difficulty, which can affect an individual employee, but more commonly involves a group of employees; eg:

A decision which changes the working conditions of a group of employees within a given work area.

If I have a grievance/dispute, whom can I go to for assistance?

The majority of concerns or problems raised by Forests NSW employees are resolved at an informal level, before they become formal grievances or disputes. Most are resolved by discussions between the parties, or with the supervisor or decision-making area. Clarifying a problem with an independent person can often put it in perspective, and may even lead to alternatives that can resolve the situation before it becomes necessary to lodge a grievance/ dispute. In other circumstances, lodging a grievance/dispute may be the only way to resolve the situation.

As far as possible, both management and employees should attempt to resolve grievances/disputes within the area in which they first arise. Any attempts at resolution should start with the employee's direct supervisor. It is the role of the immediate supervisor to listen objectively, gather relevant facts and act in a prompt, professional and fair manner, without bias. The supervisor should follow up to ensure that appropriate action is taken to resolve the grievance/dispute and that the cause of the grievance/dispute is properly addressed. The objective of the grievance/dispute handling procedure, particularly at the level where it originated, is to find an acceptable solution.

From an employee's perspective, all employees have the right to be supported in pursuing and achieving grievance/dispute resolution. Employees can elect to have an observer (friend or interpreter) present during discussions with their supervisor. If they are a Union member, the employee may elect to have a Union delegate to accompany them during the discussions. The observer (friend/interpreter) does not have a right to participate in the discussions.

Will this process be confidential?

Yes.

The grievance/dispute will not be discussed by the supervisor with any other employee without permission being granted by the concerned employee. Any necessary discussion of the grievance/dispute among relevant managers will remain strictly confidential, as required under the *Privacy and Personal Information Protection Act 1998*.

Who else can I contact for help?

Your local Business Manager, Human Resources Operations Manager, or Director

Your local Spokeswoman

Manager Occupational Health, Safety and Rehabilitation

Workplace Union Representatives/Delegates

Union/Employee Associations -

AWU

AWU Greater NSW Branch

AWU Newcastle Central & Northern Branch

AWU Port Kembla & Southern Branch

AMWU

Industrial Relations Commission of NSW

(only accessed through the Union - including the GREAT jurisdiction from July 2010 unless an Unfair Dismissal Claim)

Department of Premier and Cabinet - NSW

NSW Ombudsman

Independent Commission Against Corruption (ICAC)

Lodging a Grievance/Dispute - Forests NSW Grievance Receivers

Grievance Receivers - can be any supervisor or manager. It is their role to listen to your grievance/dispute, gather information, offer counsel and advice and explore whether further assistance is required.

Forests NSW Grievance Receivers include, apart from supervisors:

Directors, all Divisions

Corporate and Divisional HR Managers and Business Managers

Branch Managers

Regional Managers

The Rights of Employees Involved in a Grievance/Dispute Process

Confidentiality - employees involved in a grievance/dispute process have the right to have that process remain confidential.

A fast resolution - most minor grievances can be resolved relatively quickly. Obviously, more complex ones will take longer. In general, grievances/disputes should be dealt with as quickly as possible.

The employee should be aware that if they make a complaint against an individual, that person will be informed of the complaint (unless there are special circumstances) and that an investigation will take place. If the employee's name is disclosed, the person will be cautioned against any comments or actions that may be perceived to be victimisation.

No action can be taken without the employees consent, except in specific, serious circumstances.

A fair, impartial process, free from victimisation - employees involved in a grievance/dispute have a right to fair and impartial treatment. Victimisation of any sort will be the subject of disciplinary action.



There must be no suggestion of bias or preferential treatment and all parties involved must be aware of their rights and responsibilities in the process and all actions that are to be taken must be discussed with the employees involved.

A mechanism for the review or appeal of the outcome of the formal process - if an employee is dissatisfied with the way in which the grievance process was conducted, or with its outcome, the employee may take the matter elsewhere, either within Forests NSW or to an external organisation.

Can a Grievance/Dispute be Withdrawn?

A grievance/dispute can be withdrawn at any time, either verbally for an informal grievance, or by written request if the employee lodged a formal grievance/dispute. Withdrawal of a grievance will not prevent other people raising a grievance of their own in relation to the matter, if they believe that they have not had the opportunity to respond appropriately. Grievance Receivers may also decide to continue their investigation where they believe disciplinary action may be warranted.

## **APPENDIX 9**

### **FORESTS NSW**

#### **EQUITY POLICY**

Forests NSW values equity and is an Equal Employment Opportunity employer.

It embraces the principle of diversity and seeks to recognise and benefit from the ideas and different ways of working and decision-making which are afforded by a diverse workforce. The organisation believes that the principles of equity and EEO must be ingrained in the development and implementation of all policies and practices.

General Managers, Managers and Supervisors, in exercising discretionary powers, must ensure that only relevant facts and the merits of each particular case are considered. The rules of natural justice provide a right to people significantly affected by a decision to put forward their case and for the decision to be made impartially.

Through its policies and practices Forests NSW will implement the following principles:

- \* fair practices in the workplace
- \* management decisions without bias
- \* recognition and respect for social/cultural backgrounds of staff and clients
- \* recruitment and/or promotion of the 'best' person
- \* staff training and development linked to both employee and client needs
- \* a workplace free of harassment and discrimination
- \* fair implementation of benefits and conditions of employment
- \* access to flexible work practices
- \* access to a grievance resolution process

Forests NSW EEO strategies aim to redress past disadvantage by improving employment outcomes for women, Aboriginal and Torres Strait Islander people, people from minority racial, ethnic or ethno-religious groups and people with disabilities. These aims will be formally published in 3-year EEO Management Plans and will include nomination of direct accountabilities.

## Responsibilities

All Forests NSW people must:

- respect cultural and social diversity among colleagues and clients
- recognise the skills and talents of other colleagues
- ensure staff selection and promotion on merit
- provide career paths in structures
- ensure fair access for all staff to appropriate benefits and conditions
- commit to and actively promote a harassment and discrimination-free workplace
- ensure access to grievance resolution processes
- provide adequate information to assist staff in carrying out their duties
- be fair in implementing initiatives such as higher duties opportunities
- work to full capacity
- promote and use flexible work arrangements where practical.

## **APPENDIX 10**

### **ALCOHOL AND OTHER DRUGS POLICY**

#### **RATIONALE**

Forests NSW endeavours to ensure that an employee's use of either alcohol or drugs does not impair the safe and efficient running of the organisation, the health of all employees or the damage of either equipment or property.

However, Forests NSW recognises that alcohol and drug dependencies are illnesses and will provide support to any employee who honestly endeavours to overcome such illnesses.

#### **SUPERVISOR'S RESPONSIBILITIES**

Supervisor's and managers are responsible for ensuring that instances of proven drug or alcohol misuse at work are dealt with. Any investigation must be handled in both a sympathetic and confidential manner.

However, ultimately, supervisors and managers are responsible for ensuring that either the employee concerned or other employees are not put to a safety or health risk at work because of alcohol or drug abuse.

#### **How Do You Establish That A Problem Exists?**

It is important to be aware that the misuse of drugs or alcohol by employees may come to light in various ways. The following characteristics, especially when arising in combinations, may indicate the presence of an alcohol or drug-related problem. However it is important to note that these characteristics can occur for other reasons. For example, some individuals can experience temporary physical reactions to legally prescribed medications. Employees should liaise with their supervisors in these circumstances:

- Absenteeism - regular instances of unauthorised leave
- Frequent unplanned Friday and/or Monday absences

- Regular lateness, especially when returning from lunch
- Strange and increasingly suspicious reasons for absences
- Accident Levels - high level of minor accidents at work, or home
- Work Performance - difficulty in concentration
- Problems with remembering instructions
- Problems with remembering own mistakes
- Individual tasks take more time than usual
- Mood Swings - irritability
- Depression
- Confusion

#### How Do You Treat the Problem ?

In some instances employees themselves may seek help and advice from their supervisor or manager.

Where the employee acknowledges that they have a drug or alcohol dependency that is affecting their performance at work they should be given help and support on the understanding that:-

Whilst they are undergoing treatment they will be granted available accrued sick leave and will be entitled to the usual sick pay benefits.

Every effort should be made to ensure that on completion of any recovery/treatment program employees are able to return to the same or equivalent work.

If a supervisor or manager suspects that an employee may have a drug or alcohol dependency and that it is affecting their work performance, or placing the employee or others at risk, and the employee has not come forward of their own volition the procedures outlined in Forests NSW Safety Standards Manual, "Alcohol and Other Drugs in the Workplace" should be put into practice.

Where an employee, having received treatment, suffers a relapse Forests NSW will consider the case on its individual merits. Medical advice will be sought in an attempt to ascertain how much treatment/rehabilitation is likely to be required for a full recovery. At a manager's discretion more treatment or rehabilitation time may be granted in order to help the employee recover fully.

#### Employee Assistance

Forests NSW has an employee assistance program that provides an avenue for employees to obtain confidential counselling about any problem. This service may be used by employees to obtain advice on treatment and counselling for illness & related problems, including referral to community-based specialist support services where appropriate. The initial counselling session is at no cost to the employee. Details of this confidential service can be obtained from your Supervisor or Human Resources. The free call number for this service is 1800 337 068.

#### Consumption of Alcohol or Abuse/Use of Illegal Drugs on Forests' NSW Property/Premises

Employees are expressly forbidden to consume alcohol whilst working. Any breach of this policy will result in disciplinary action.

Employees who partake of drugs which have not been legally prescribed on medical grounds will, in the absence of mitigating circumstances, be deemed to be committing an act of gross misconduct and will thus

render themselves open to disciplinary action (up to and including dismissal) as will any employee proven to be possessing, buying, selling or cultivating unlawful drugs on Forests NSW property/premises.

If an employee is known to be, or strongly suspected of being, intoxicated by alcohol or drugs during working hours and they are incapable of carrying out their normal duties in a safe and efficient manner arrangements must be made for the employee to be escorted from Forests NSW property/premises immediately. Refer to Forests NSW Safety Standards Manual.

#### Engagement of Contractors

Contractors or consultants working for Forests NSW must be advised of this Alcohol and Other Drugs Policy and adhere to the policy whenever they work on Forests NSW property/premises as must their employees.

E. A. R. BISHOP, Commissioner

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**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 796 of 2011)

Before Commissioner Tabbaa

10 June 2011

**VARIATION**

1. Delete subclause (iv) of clause 50, Area Incidence and Duration of the award published 28 November 2008 (366 I.G. 1320) and insert in lieu thereof the following:
  - (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2010. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 3 June 2011.

The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 16 December 2010.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Salaries**

Classification	Beginning of FPP to commence on or after 16/12/10 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	547.30
2nd year	571.50
Thereafter	594.20
Over 18:	
1st year	643.00
2nd year	663.00
3rd year	683.00
Thereafter	703.70
Enrolled Nurse :	
1st year	784.70
2nd year	800.80
3rd year	817.90
4th year	834.70
Thereafter	851.50

Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	886.40
2nd year	933.50
3rd year	980.40
4th year	1,030.60
5th year	1,080.60
6th year	1,130.60
7th year	1,187.60
8th year	1,235.50
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,367.90
2nd year	1,405.90
Level II	1,439.80
Level III	1,477.40
Nurse undergoing pre registration assessment	767.20
Clinical Nurse Specialist	1,285.30
Clinical Nurse Consultant	1,514.00
Clinical Nurse Educator	1,285.30
Nurse Educator	
1st year	1,367.90
2nd year	1,405.90
3rd year	1,439.80
4th year	1,514.00
Senior Nurse Educator	
1st year	1,550.10
2nd year	1,581.40
3rd year	1,633.50
Assistant Director of Nursing <150 beds	1,405.90
150-250 beds	1,514.00
250 beds	1,550.10
Deputy Director of Nursing	
Less than 20 beds	1,433.90
20-75 beds	1,470.30
75-100 beds	1,503.90
100-150 beds	1,535.40
150-200 beds	1,581.40
200-250 beds	1,633.50
250-350 beds	1,693.70
350-450 beds	1,753.40
450-750 beds	1,817.80
750+ beds	1,887.20
Director of Nursing	
Less than 25 beds	1,600.90
25- 50 beds	1,693.70
50-75 beds	1,729.60
75-100 beds	1,765.30
100-150 beds	1,815.40
150-200 beds	1,875.40
200-250 beds	1,935.00
250-350 beds	2,007.00
350-450 beds	2,126.80
450-750 beds	2,248.90
750+ beds	2,388.70

**Table 2 - Other Rates and Allowances**

Brief Description	Clause No	Beginning FPP commence on or after 16/12/10 \$	Increase %
In charge of nursing home less than 100 beds	10 (i)(a)	21.96 per shift	4.25%
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	35.37 per shift	4.25%
In charge of ward/unit	10 (i)(b)	21.96 per shift	4.25%
On call	10 (ii)(a)	19.58 per 24 hrs or part thereof	4.25%
On call on rostered days off	10 (ii)(b)	39.16 per 24 hrs or part thereof	4.25%
On call during meal break	10 (ii)(c)	10.60 per period	4.25%
Travelling Allowance	10 (ii)(d) & (iii)	66.03 cents per kilometre	4.19%
Climatic Allowance	11(i)	4.07 per week	4.25%
Isolation Allowance	11(ii)	7.84 per week	4.25%
Expense allowance for DONs	13		
Less than 100 beds		239.00 pa	4.19%
100-299		477.00 pa	4.19%
300-499		716.00 pa	4.19%
Over 500 beds		955.00 pa	4.19%
Uniform	16(iii)(a)	6.41 per week	4.19%
Shoes	16(iii)(a)	2.00 per week	4.19%
Cardigan or Jacket	16(iii)(b)	1.93 per week	4.19%
Stockings	16(iii)(c)	3.33 per week	4.19%
Socks	16(iii)(d)	0.66 per week	4.19%
Laundry	16(iv)	5.36 per week	4.19%
Meal on overtime	18(viii)	9.43 per meal	4.19%
Breakfast	28(i)(c)	3.53 per meal	4.19%
Other Meals	28(i)(c)	6.39 per meal	4.19%

**Table 3 - Continuing Education Allowances**

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 16/12/10 \$
1	Continuing education allowance: Registered Nurse	10A (vii)	18.43 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	30.71 per week
3	Continuing education allowance:: Registered Nurse	10A(ix)	36.85 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	12.28 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 3 June 2011.

I. TABBAA, Commissioner

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## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 757 of 2011)

Before The Honourable Justice Boland, President

3 June 2011

### VARIATION

1. Renumber the second instance of subclause "(xii)" appearing in clause 13, Continuing Education Allowance, of the award published 25 March 2011 (371 I.G. 388) to read as subclause "(xiii)".
2. Renumber the second instance of subclause "(vi)" appearing in clause 23, Uniform and Laundry Allowance to read as "(vii)".
3. For the words "subclause (x)" appearing in the last of paragraph (b) of subclause (xii) of clause 33, Long Service Leave, substitute the following:  
  
"subclause (xi)"
4. Renumber the second instance of subclause "(v)" appearing in clause 40, Grading of Nurse/Midwife Manager Positions, to read as subclause "(vi)".
5. Delete from Part B, Table 2 - Other Rates and Allowances, Items 1, 13 and 14, and insert in lieu thereof the following:

Item No.	Award Clause	Allowance	FFPP 1/07/2010 \$	FFPP 1/07/2011 \$	FFPP 1/07/2012 \$
1	12(i)(a)	Registered Nurse in charge of hospital (per shift)	28.15	28.99	29.72
		Uniform and Laundry Allowance			
13	23(iii)(a)	Uniform (per week)	6.46	6.67	*
13	23(iii)(a)	Shoes (per week)	2.00	2.07	*
13	23(iii)(a)	Uniform (including shoes allowance) (per week)	8.46	8.74	*
13	23(iii)(a)	Cardigan or Jacket (per week)	1.94	2.00	*
14	23(iv)	Laundry (per week)	5.38	5.56	*

\* To be adjusted by CPI.

6. The variation shall take effect from the beginning of the first pay period commencing after 1 July 2011.

R. P. BOLAND J, *President*

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## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 816 of 2011)

Before Commissioner Macdonald

17 June 2011

### VARIATION

1. Insert in alphabetical order in clause 1, Arrangement after clause "55 Learning and Development Leave" of the award published 25 March 2011 (371 I.G. 388) the following new clause number and subject matter:

11. Leave for Matters arising from Family Violence

2. Insert after clause 10, Salary Sacrifice to Superannuation, the following clause 11, Intentionally left blank to read as follows:

#### **11. Leave for Matters Arising from Family Violence**

- (i) In this clause family violence means domestic violence as defined in the Crimes (*Domestic and Personal Violence Act*) 2007.
  - (ii) The leave entitlements provided for in clause 37, Sick Leave and clause 32, Family and Community Services Leave of this Award may be used by staff members experiencing family violence.
  - (iii) Where the leave entitlements referred to in subclause (ii) above are exhausted, the employer shall grant up to five days special leave on full pay per calendar year to be used for absences from the workplace to attend to matters arising from family violence situations.
  - (iv) The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
  - (v) Personal information concerning family violence will be kept confidential by the employer.
  - (vi) The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
3. Insert at the end of subclause (vi) of clause 32, Family and Community Services Leave and Personal/Carer's Leave, the following new sentence.

The use of FACS leave to attend court pursuant to clause 11, Leave for Matters arising from Family Violence of this award shall be governed by the provisions of clause 11.

4. This variation shall take effect from 17 June 2011.

A. MACDONALD, Commissioner

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**STATE TRANSIT AUTHORITY DIVISION OF THE GOVERNMENT  
SERVICE BUS OPERATIONS ENTERPRISE (STATE) INTERIM  
AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1375 of 2011)

Before The Honourable Mr Justice Staff

19 August 2011

**AWARD**

**PART A**

**SECTION 1 - APPLICATION AND OPERATION OF AWARD**

**1. Title**

This Award shall be known as the "State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Interim Award 2011" ("the Award").

**2. Arrangement**

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions and Explanations
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	Shed Driver review

SECTION 2 - EMPLOYMENT RELATIONSHIP

8.	Skills Competency
9.	Full Time Employment
10.	Establishment of Additional Part Time and Casual Work
11.	Job Share
12.	Casual Bus Operator
13.	Permanent Part-Time Bus Operator
14.	Temporary Bus Operator
15.	Supervision of Special Events

SECTION 3 - WAGES AND RELATED MATTERS

16.	Rates of Pay
17.	Payment of Wages
18.	Income Protection
19.	Salary Sacrifice for Superannuation

20. Salary Arrangements for Former Classifications
21. Career Paths
22. Acting Out of Classification
23. Excess Travelling Time
24. Attending for Duty
25. Attending Court
26. Making Reports
27. Attending Office

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

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

#### SECTION 5 - ALLOWANCES

37. Uniform Allowance
38. Industry Allowance
39. Articulated Bus Allowance
40. This clause has been left intentionally blank

#### SECTION 6 - ROSTERS AND RELATED MATTERS

41. Filling of Bus Operator Vacancies
42. Service Reliability
43. Standing Time for Sydney
44. Rosters
45. Daily Maintenance of Rosters
46. Roster Committees
47. Roster Changes
48. Training Rosters
49. New Year's Eve Rostering Arrangements
50. Exclusive Shifts
51. Route Networking
52. Regionally Optimised Timetabling
53. Special Hirings
54. Charter Work
55. Sign on and Sign Off Times
56. Running and Standing Times in Newcastle

#### SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

57. Annual Leave
58. Long Service Leave
59. Personal/Carer's Leave Entitlement
60. Personal Sick Leave
61. Personal Carers' Leave
62. Bereavement Leave
63. Leave for Personal Or Family Needs
64. Paid Maternity Leave
65. Parental Leave

- 66. Adoption Leave
- 67. Career Break
- 68. Public Holidays
- 69. Work on a Public Holiday
- 70. Concessional Day (Substitute Bank Holiday)
- 71. Picnic Day
- 72. Jury Service Leave

#### SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

- 73. Occupational Health and Safety Training
- 74. Alcohol and Other Drugs
- 75. Certificate III in Transport and Distribution
- 76. Driver Skills Maintenance Program
- 77. Fatigue Management

#### SECTION 9 - GENERAL

- 78. Continuity of Service (on Transfer of Business)
- 79. Abandonment of Service
- 80. Quality Certification
- 81. Absence Management Procedures
- 82. Patterns of Work and Productivity
- 83. New Technology
- 84. Smart Card/Integrated Ticketing
- 85. Centre and Rear Door Loading for Cashless Services
- 86. Termination of Employment

#### SECTION 10 - INDUSTRIAL RELATIONS

- 87. Disputes Settlement Procedure
- 88. Contestability
- 89. Union Training Leave
- 90. Stand Down

#### PART B

- Table 1 - Wage Rates
- Table 2 - Other Rates and Allowances
- Table 3 - Uniform Allowance
- Table 4 - Sydney Meal Break, Sign On and Sign Off Allowances
- Table 5 - Newcastle Meal Break, Sign On and Sign Off Allowances
- Table 6 - Exclusive Shift Times

### 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 State Transit Division of the Government Service and a reference to the Employer shall also be taken to include a reference to the Division Head of the State Transit Division of the Government Service.

- 3.5 Employee means a full time, part time, temporary or casual employee covered by this Award of 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 20 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 and the RTBU.
- 3.9 Penalty payments - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 RTBU means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union shall mean the RTBU.
- 3.11 State Transit means the State Transit Division of the Government Service and a reference to State Transit shall be taken to include a reference to the Division Head of the State Transit Division of the Government Service.

#### 4. Anti Discrimination

- 4.1 It is the intention of the Parties to this agreement to seek to achieve the object in s 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.
- 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, 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:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act* 1977;
  - (iv) 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.

#### 5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the State Transit Division of the Government Service, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in their entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority Division of the

Government Service Bus Operations Enterprise (State) Award 2009 published 26 March 2010 (370 I.G. 66).

- 5.2 This Award shall take effect on and from 19 August 2011 and shall remain in force until 11 June 2012.

#### **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 2011 are not prohibited by this clause.

#### **7. Shed Driver Review**

- 7.1 During the term of this award the existing functions and Establishment levels of Shed Drivers, Runners and Bus Parkers will be reviewed and the resultant new and/or altered positions and procedures implemented.

The purpose of the review is to provide the most efficient discharge of the reviewed functions and to provide a new classification that will include responsibilities for, but not be confined to:

- 7.1.1 Control of access to and from State Transit Depots to eliminate reliance on static security;
- 7.1.2 Monitoring and recording of details relating to variances from scheduled bus departures from the depot yard;
- 7.1.3 Monitoring of fleet condition and logging of defects (e.g. cleanliness, unreported damage etc);
- 7.1.4 Monitoring and ensuring staff compliance with the Depot Traffic Management Plans;
- 7.1.5 Undertaking scheduled safety inspections of depot yard and reporting of risks.

### **SECTION 2 - EMPLOYMENT RELATIONSHIP**

#### **8. Skills Competency**

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.

#### **9. Full Time Employment**

Any employee not being a Bus Operator specifically engaged as being a part-time or casual temporary employee is for all purposes of this Award a full-time employee unless otherwise specified by this Award.

#### **10. Establishment of Additional Part Time and Casual Work**

- 10.1 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.
- 10.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.



### **11. Job Share**

- 11.1 The Parties agree to implement arrangements, as soon as practicable following ratification of this Award, to enable employees covered under this Award, to participate in job share arrangements. The intention of the Parties in introducing job share arrangements is to improve employee retention rates by providing more flexible patterns of work, 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.
- 11.2 Job share arrangements must be agreed to by the employees' manager, and documented in writing.
- 11.3 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.

### **12. Casual Bus Operator**

- 12.1 A casual bus operator is to be employed by the day.
- 12.2 A casual bus operator working ordinary time will be paid an hourly rate calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent. The loading constitutes part of the casual Bus Operator's all-purpose rate.
- 12.3 A casual Bus Operator will be employed for no more than six shifts per week.
- 12.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per days
- 12.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 12.6 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.
- 12.7 A casual Bus operator will be utilised in the first instance, whenever practicable, to cover planned and unplanned absences of Part-time Bus Operators

### **13. Permanent Part-Time Bus Operator**

- 13.1 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.
- 13.2 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.
- 13.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 13.4 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.

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.

- 13.5 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.
- 13.6 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 13.7 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 12.
- 13.8 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 13.9 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greatest.
- 13.10 Where the employer intends to reallocate or designate particular work to regular part-time employment the employer shall give the employee a month's notice.
- 13.11 Four weeks notice is to be given to 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.
- 13.12 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

#### **14. Temporary Bus Operator**

- 14.1 A temporary Bus Operator is a Bus Operator, not being a full-time, regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 14.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.

- 14.7 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.
- 14.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

### **15. Supervision of Special Events**

Bus Operators Level 2 and above and Bus Operator Trainees Level 2, 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**

### **16. Rates of Pay**

- 16.1 Wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 2.5% from 12 June 2011 for all classifications listed in Table 1.

### **17. Payment of Wages**

- 17.1 Wages shall be paid fortnightly.
- 17.2 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.
- 17.3 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.

### **18. Income Protection**

- 18.1 There Will be No Roster Changes Made Solely for the Purpose of Reducing the Take Home Pay of Employees Covered By This Award.
- 18.2 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, Middy, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 18.3 Subclause 18.2 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.
- 18.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 18.5 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.

### **19. Salary Sacrifice for Superannuation**

- 19.1 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.

19.2 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.

19.3 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.

19.4 Where an employee elects to salary sacrifice in terms of sub-clause 19.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.

19.5 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*.

19.6 State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 19.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.

19.7 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 19.5, 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.

## **20. Salary Arrangements for Former Classifications**

20.1 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
- 20.2 The Employee classifications listed in 20.1 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.
- 20.3 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.

### **21. Career Paths**

- 21.1 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.
- 21.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 21.1 herein are to take the conditions of the relevant Award for the work performed.
- 21.3 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.

### **22. Acting Out of Classification**

- 22.1 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.
- 22.2 The conditions applying to the classification in which an employee acts shall be their conditions whilst so acting.
- 22.3 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.

### **23. Excess Travelling Time**

- 23.1 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.
- 23.2 Employees required to sign on or off more than once are entitled to excess travel in accordance with 23.1 of this clause
- 23.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

#### 24. Attending for Duty

- 24.1 Commences duty means an employee has attended for duty as instructed, collected their journal and signed on at the PMR in accordance with the rostered commencement time.
- 24.2 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.
- 24.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 24.4 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.
- 24.5 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.
- 24.6 A 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.
- 24.7 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.

#### 25. Attending Court

- 25.1 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 (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 (ii).
  - (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 in accordance with the current rates prescribed by NSW Premier's Department.

#### **26. Making Reports**

- 26.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 26.2 15 minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 26.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

#### **27. Attending Office**

- 27.1 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.
- 27.2 The provisions of this sub-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.
- 27.3 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**

#### **28. Hours of Work**

- 28.1 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.
- 28.2 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.
- 28.3 Employees on a Six Day Roster
- 28.3.1 The provisions of this sub-clause apply to all full-time employees covered under this Award, except those covered under subclause 28.4.
- 28.3.2 Except as provided in 28.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
- 28.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5 Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.
- 28.4 The provisions of this sub-clause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.

28.4.1 Except as provided in 28.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.

28.4.2 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 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

#### 28.5 Length of shift

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

#### 28.6 Length of shift - broken shifts

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

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

#### 28.8 Interval between shifts

No employee shall be called upon to begin a new shift without having been off duty for at least 10 consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.

#### 28.9 Hours of work before and after meal break - Straight and Broken shifts

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

28.9.2 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.

#### 28.10 Make up time

28.10.1 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.

28.10.2 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.

### **29. Saturday and Sunday Time**

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

29.2 Ordinary time worked on Sundays shall be paid for at the rate of double time.

29.3 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.

### **30. Contingent Arrangements for Major Incidents Affecting Services**

30.1 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
- 30.2 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.

### **31. Overtime**

- 31.1 Subject to sub-clause 31.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 31.2 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.
- 31.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
  - (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
  - (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 31.4 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.

### **32. Time Off in Lieu of Payment for Overtime**

- 32.1 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.
- 32.2 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.
- 32.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 31.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.
- 32.4 The employer shall record time off in lieu arrangements for each time this provision is used.

### 33. Working of Voluntary Overtime

- 33.1 Subject to any statutory or regulatory limits on driving hours and clause 77 a Bus Operator may work voluntary overtime.
- 33.2 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.
- 33.3 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.
- 33.4 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.

### 34. Cancellation of Rostered Day Off

- 34.1 Subject to subclause 31.2, the employer may require an employee to work reasonable overtime on a rostered day off.
- 34.2 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.
- 34.3 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 34.4.
- 34.4 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.
- 34.5 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, 34.1 shall not apply.
- 34.6 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.
- 34.7 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 34.4 will not apply.

### 35. Shift Penalties

- 35.1 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:
- |  |                  |
|--|------------------|
| Between a spread of 9.5 and 10.5 hours | time and a half; |
| After 10.5 hours                       | double time.     |
- 35.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.
- 35.3 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 8.00, pm 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.

- 35.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the employee's home depot, such trip shall not be subject to the penalty rate prescribed in this sub-clause unless the employee is required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.
- 35.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

### **36. Meal Breaks**

- 36.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 36.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 36.3 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.
- 36.4 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.
- 36.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 36.6 Employees working broken shifts shall not be provided with time for a meal break.
- 36.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 36.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

## **SECTION 5 - ALLOWANCES**

### **37. Uniform Allowance**

- 37.1 All Bus Operator employees are required to wear the current approved State Transit bus operation uniform at all times whilst on duty.
- 37.2 All Bus Operator employees, including new employees, shall receive an initial issue of bus operation uniform at State Transit cost, as set out in Table 3, Part B, of this Award.
- 37.3 Subsequent to the initial issue, Bus Operator employees will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit bus operation uniform from approved supplier(s).
- 37.4 Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.

### **38. Industry Allowance**

- 38.1 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 87 of this Award.
- 38.2 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.
- 38.3 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.
- 38.4 The Industry Allowance is paid for all purposes.

### **39. Articulated Bus Allowance**

- 39.1 An employee who operates an articulated bus, shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Award.
- 39.2 An employee who operates an articulated bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Award, for the period of the paid leave.

### **40. This Clause Has Been Left Intentionally Blank**

## **SECTION 6 - ROSTERS AND RELATED MATTERS**

### **41. Filling of Bus Operator Vacancies**

The Parties agree that when vacancies occur on the Bus Operator rosters they are to be advertised and filled at each depot in accordance with the Transport Administration (Staff) Regulation 2005 (NSW).

### **42. Service Reliability**

- 42.1 Both Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with the Ministry of Transport. Management and the RTBU Delegate will continue to monitor early and late running time.
- 42.2 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.
- 42.3 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.
- 42.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 42.2 and 42.3 herein.
- 42.5 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.
- 42.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and or arbitration.

### **43. Standing Time for Sydney**

- 43.1 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.
- 43.2 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.
- 43.3 Non-Critical Peak Periods
- 43.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 43.3.2 Non-critical peak periods are all times outside the intent of clause 43.4 and Saturdays and Sundays.
- 43.4 Critical Peak Period Times - Monday To Friday
- A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 43.5 Late Running
- 43.5.1 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 42.2 and 42.3 of this Award.
- 43.5.2 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.
- 43.6 Unaffected Routes
- The Depot Manager and the local RTBU delegate are to identify routes and times that are to be excluded from the above criteria.

### **44. Rosters**

- 44.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.
- 44.2 Employees shall be rostered off on two clear days in each rostered week.
- 44.3 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.
- 44.4 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- 44.5 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 44.8 and 44.18.
- 44.6 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.
- 44.7 For the purposes of this sub-clause, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.

- 44.8 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.
- 44.9 Where, because of an emergency, the employer cannot post the duty roster within the required 28 days it shall notify the employees and the Union.
- 44.10 This sub-clause shall not apply to school specials or charter hiring.
- 44.11 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.
- 44.12 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.
- 44.13 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.
- 44.14 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.
- 44.15 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.
- 44.16 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.
- 44.17 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 44.18 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

#### **45. Daily Maintenance of Rosters**

- 45.1 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:
- 45.1.1 Union and Institute Secretary Shift:
- (a) bus driving portion of shift is to be covered.
- 45.1.2 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.

## 45.1.3 Shed Drivers:

- (a) all full shifts are to be covered

**46. Roster Committees**

- 46.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 46.2 A timetable review will for the purpose of this clause be defined as one where there are more than 12.5% change of total time tabled 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, consultations with the RTBU will occur as soon as information is presented.
- 46.3 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
- 46.4 Before week one, as defined in 47.4(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
- 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.
- 46.5 Following the process outlined in 46.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 46.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

**47. Roster Changes**

- 47.1 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.
- 47.2 Subject to Clause 18, 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 MOT requirements and any relevant Act or Regulation.
- 47.3 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.
- 47.4 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 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.

- (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).
- 47.5 Rosters will be worked where they comply with this Award and MOT requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

#### **48. Training Rosters**

- 48.1 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 minimizing the variance in daily hours of work.
- 48.2 Training Rosters will be introduced permanently across all locations. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognized 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.
- 48.3 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 familiarization 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.
- 48.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.
- 48.5 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 the holiday relief roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

#### **49. New Year's Eve Rostering Arrangements**

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.

#### **50. Exclusive Shifts**

- 50.1 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) Shed Driver shift
  - (iv) Sign On shift (some depots only)
  - (v) Welfare Shift (one depot only) 4h 30m
  - (vi) Bus Parking Shift



(vii) Gym Attendant Shift (Waverley only)

50.2 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.

### **51. Route Networking**

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.

### **52. Regionally Optimised Timetabling**

52.1 In line with the contracts worked under the MBSC system, timetables associated with route networks will be optimised to realize maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).

52.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to the explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.

52.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause "Route Networking".

### **53. Special Hirings**

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.

### **54. Charter Work**

54.1 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.

54.2 Timetabled peak work may be included in shifts. Where the total timetabled roadwork is to be in excess of eight and a half hours in a given shift, the circumstances are to be discussed with RTBU.

54.3 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.

54.4 Penalty rates to be as provided in this Award.

### **55. Sign on and Sign Off Times**

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

55.2 Meal break times and signing on and off allowance listed in Part B, Table 5 of this Award shall apply to Newcastle. The allowances listed in Part B, Table 5 apply to all shifts unless otherwise shown.

### **56. Running and Standing Times in Newcastle**

56.1 Bus operators shall be entitled to a standing time between trips calculated as 12.5% of the previous service trip's timetabled running time. Service trip is defined as a passenger carrying, revenue earning trip. The 12.5% standing time is in addition to the three minutes allocated for terminus duties.

- 56.2 Standing time is not granted for a service trip preceding a meal break or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 56.3 Standing time is not granted for time spent running special. An allowance of three minutes prior to running special and two minutes after running special and before commencing next trip will be allocated in accordance with current procedures. Where an operator runs special back to a depot, an allocation of only two minutes will be provided.
- 56.4 Where standing time is earned following a service trip to a terminus and a special running trip to another terminus is timetabled prior to commencement of a further service trip, such standing time may be taken at either terminus at the discretion of the operator.
- 56.5 For round trips the standing time for forward trips is accrued and taken at the completion of return trip. Such standing time accrued in this manner cannot be forfeited should an operator go to a meal or sign off. A round trip is defined as a trip that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.
- 56.6 It may be expedient to transfer standing time earned at a terminus to a subsequent terminus. This will be limited to 5% of the previous trip's timetabled running time. Such a transfer may be accrued with other standing time but cannot be forfeited should an operator go to a meal or sign off.
- 56.7 No operator will be expected to drive in service for a period exceeding 100 minutes without receiving standing time as determined in sub-clause 56.1. Should timetabled service running exceed 100 minutes, standing time will be calculated on the entire work period since the last break, meal or sign on.
- 56.8 Terminus duty time of three minutes will be provided upon arrival at city terminus prior to commencement of a meal break.
- 56.9 The following procedures will apply in regard to normal school services:
- 56.9.1 In the case of runs which conduct more than one school trip, such trips may be combined into one significant trip for the purpose of calculating standing time. The standing time allocated at the end of the last school trip will be the sum of the standing time earned for each individual school trip.
- 56.9.2 Standing time accrued prior to the last school trip cannot be forfeited should an operator go to a meal or sign off.
- 56.9.3 Where school trips are preceded by a service trip, standing time will be provided after the service trip, before running special to commence the first school trip.
- 56.9.4 In instances where a bus cost could be averted by accruing this standing time such accrued time would then be taken as soon as practicable. However, no accrued standing time shall be forfeited should an operator go to a meal or sign off.
- 56.9.5 The requirement to change all destination rolls between each school trip and special running between school trips is rescinded. Instead, at the terminus prior to running special to commence the first school trip:
- (i) the near number shall be placed on "000"; and
  - (ii) destination rollers (front and side) shall be turned to school on top roller and special on bottom and left rollers until all school trips are completed. The first school route number should then be displayed.

- 56.9.6 After each school trip:
- (i) an allocation of two minutes will be provided between school trips for the operator to undertake an inspection for lost property and damage, change the route number front and side, and to attend to the AFC machine; and
  - (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 56.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.
- 56.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.
- 56.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.
- 56.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

## SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

### 57. Annual Leave

- 57.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 57.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.
- 57.3 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 widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.
- 57.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 57.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 57.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

### 58. Long Service Leave

- 58.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).

- 58.2 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).
- 58.3 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.
- 58.4 The calculation of the days will be on a Monday to Friday basis.

#### **59. Personal/Carer's Leave Entitlement**

- 59.1 Amount of paid personal/carer's leave: An employee is entitled to the following amount of paid personal/carer's leave:
- (i) 17 days for all employees except those nominated in paragraph 59.1 (ii); or
  - (ii) Employees who commenced on or after 1 February 1995:
    - (a) 10 working days per year for up to five years' service;
    - (b) 12 working days per year from five years' to seven years' service; and
    - (c) 17 working days per year for over seven years.
- 59.2 For the purposes of the above a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 59.3 Immediate family or household: The entitlement to use 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:
- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse in relation to a person means a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and
  - (ii) child or adult (including an adopted child, a stepchild or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 59.4 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.

#### **60. Personal Sick Leave**

- 60.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.
- 60.2 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury.
- (i) Fifteen working days for all employees except those nominated in 60.2 (ii); or
  - (ii) Employees who commenced on or after 1 February 1995:
    - (a) Eight working days per year for up to five years' service;
    - (b) Ten working days per year from five years to seven years service; and
    - (c) Fifteen working days per year for over seven years service.

- 60.3 Leave taken by an employee under sub-clause 60.2 is deducted from the amount of personal/carer's leave under sub-clause 59.1
- 60.4 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/carer's leave entitlement as personal sick leave; or
  - (ii) the current year's personal/carer's leave entitlement.
- 60.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:
- (i) 15 working days for all employees except for those nominated in 60.5 (ii); or
  - (ii) Employees who commenced on or after 1 February 1995:
    - (a) Eight working days per year for up to five years' service;
    - (b) Ten working days per year from five to seven years service; and
    - (c) Fifteen working days per year for over seven years service.

#### **61. Personal Carers' Leave**

- 61.1 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.
- 61.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 61.3 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 5 days per annum, unless otherwise approved by the Employee's manager.
- 61.4 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.
- 61.5 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.
- 61.6 Each day or part day of carer's leave taken in accordance with sub-clause 61.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 59.1 up to a maximum of 10 days per annum.
- 61.7 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 10 days carer's leave in the current year.

- 61.8 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.

### **62. Bereavement Leave**

- 62.1 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 in Australia dies.
- 62.2 Each day or part of a day used under 62.1 is deducted from the amount of personal/carer's leave under sub-clause 59.1.
- 62.3 An employee is entitled to use accumulated sick leave as paid compassionate leave up to two days on each occasion when a member of the employee's immediate family or household in Australia dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 59.1.
- 62.4 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 in Australia dies if the employee has already used the current year's personal/carer's entitlement under sub-clause 59.1 and no accumulated sick leave is available.
- 62.5 Proof of death must be provided to the satisfaction of the employer, if requested.

### **63. Leave for Personal Or Family Needs**

- 63.1 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.
- 63.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.
- 63.3 All leave entitlements, which accrue during an employee's participation in this scheme is 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.
- 63.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 63.5 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.
- 63.6 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.
- 63.7 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.
- 63.8 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.
- 63.9 The definition of a week is Monday to Friday.
- 63.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 63.11 Employees will retain home and duty passes and other privilege passes.

**64. Paid Maternity Leave**

- 64.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 64.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 64.3 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.
- 64.4 An employee is entitled to a maximum of twelve 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.
- 64.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. he 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
- 64.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 64.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 64.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 64.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the Employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the Employee's former position. Where redeployment is not possible the Employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.
- 64.10 In exceptional circumstances an employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 64.11 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.
- 64.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

**65. Parental Leave**

- 65.1 An employee is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 65.2 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.
- 65.3 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.
- 65.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 65.5 Parental Leave is unpaid leave, and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 65.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 65.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 65.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.

**66. Adoption Leave**

- 66.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 66.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:
- (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.
- 66.3 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.
- 66.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 66.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 66.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.



- 66.7 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 during the period of adoption leave, the Employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the Employee's former position. Where redeployment is not possible the Employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.
- 66.8 In exceptional circumstances employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 66.9 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.
- 66.10 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.

### **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:
- 67.3 The minimum period for a career break is six months. The maximum period for a career break is 12 months.
- 67.4 An employee must provide three months notice of a request to take a career break.
- 67.5 An employee who takes a career break must utilise any accrued annual leave as part of this break.
- 67.6 Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 67.7 At the commencement of the career break, employees must return their staff travel pass.
- 67.8 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.
- 67.9 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.
- 67.10 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 Policy and the following clauses 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.
- 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 Union 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 shiftwork 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. Occupational Health and Safety Training**

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

### **74. Alcohol and Other Drugs**

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.

### **75. Certificate Iii in Transport and Distribution**

75.1 State Transit is committed to offer the Certificate III in Transport and Distribution (Road Transport) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Training. 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.

- 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. Vigil Systems technology will be utilised to assist in the skills maintenance program.
- 76.3 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be to provide:
- (i) Updates on Australian Road Rules and other information relating to driving and operating buses.
  - (ii) Practical refresher skills in operating buses including personal safety strategies.
- 76.4 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 76.5 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the RTBU.

### **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.
- 78.3 Service with the former employer includes service that because of this clause or a former Act is taken to be service with that employer as a result of a previous transfer of the business.

### **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 the 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 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**

The Parties agree to work together to maintain ISO 9001:2000 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 is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.

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 RTBU 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 Throughout the life of this Award, State Transit and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

81.2.2 At the expiration of twelve months from the introduction of the procedures outlined in this clause, State Transit and the RTBU will undertake a full review of the success of the procedures.

81.2.3 If the Target has not been achieved, State Transit and the RTBU 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.

81.2.4 A further review of the success of the procedures will occur prior to the expiration of this Award. If the Target has not been achieved, State Transit and the RTBU 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 Services Officers and Employee Obligations

81.3.1 An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a State Transit Health Services Officer (HSO), 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 (State Transit 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 Doctor for medical examination, the State Transit Doctor will determine whether or not the employee is fit for their normal duties.

81.3.5 Where a State Transit 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 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 AMP's, 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 sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;

- (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 during the life of this Award, including any variations, which are necessary 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 absence 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 discipline 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**

State Transit through the Ministry of Transport'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 minimizing 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 Union 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 1 week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least 2 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 86.1 to 86.2 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. Disputes Settlement Procedure**

87.1 When the Parties to this Award are in dispute with either the Union 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.

87.2 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 employees immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

87.3 If the grievance cannot be resolved as provided for in 87.2 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.

87.4 If the dispute is not resolved as provided for in 87.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.

87.5 Nothing in 87.3 or 87.4 prevents the appropriate Manager or General Manager 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 Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.
- 87.6 If, following action under 87.2, 87.3, 87.4 or 87.5 a dispute remains unresolved, the employee, a Union Delegate, or the Manager, Employee Relations may refer the matter for resolution to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Chief Executive) and an official nominated by the union.
- 87.7 If, following action under 87.2 to 87.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Union 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.
- 87.8 If a dispute referred to Unions NSW under 87.7 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.
- 87.9 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.
- 87.10 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.
- 87.11 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.
- 87.12 Subject to subclause 87.14, 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.
- 87.13 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.
- 87.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.

### **88. Contestability**

- 88.1 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.

### **89. Union Training Leave**

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

### **90. Stand Down**

- 90.1 The Employer may deduct payment for any day or shift that an employee cannot be usefully employed because of any strike or through any stoppage of work by any cause for which the Employer cannot

reasonably be held responsible, or because of the failure of the Employee to perform any work allotted to or available for the Employee during such period of strike or stoppage of work.

## PART B

**Table 1 - Wage Rates**

Classification	Weekly Rate	
	12/06/2011	With IA*
Conductor T/A Sign on Clerk	727.60	769.90
Bus Cleaner level 1	732.20	774.50
Bus Cleaner level 2	778.00	820.30
Bus Cleaner level 3	800.40	842.70
Bus Cleaner level 4	846.20	888.50
Trainee Bus Operator	814.20	856.50
Bus Traineeship level 1	814.20	856.50
Bus Operator level 1	845.00	887.30
Bus Operator level 2	878.70	921.00
Bus Traineeship level 2	878.70	921.00
Senior Bus Operator	895.70	938.00
Shed Driver	921.50	963.80
Customer Service Coordinator level 1	996.40	1038.70
Yard Supervisor	969.40	1011.70
Senior Bus Operator - Yard (SBOY)	921.50	963.80
Airport Coordinator	967.70	1010.00
Bus Operator Trainer 1	969.40	1011.70
Bus Operator Trainer 2	1043.60	1085.90
Bus Operator Trainer 3	1142.80	1185.10
Customer Service Liaison (Kiosk)	967.70	1010.00
Customer Service Liaison (Explorer)	967.70	1010.00

\* With IA - column, incorporates weekly Wage Rate with the Industry Allowance provided for in Item 1, Table 2, Part B, of this Award, added to the weekly base rate.

**Table 2 - Other Rates and Allowances**

	Description	12/06/2011 \$
Item 1	Industry Allowance	42.30
Item 2	Articulated Bus Allowance	18.00

**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 - Newcastle 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 three minutes ten 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	ten minutes five minutes ten minutes
(c)	Broken shifts Second sign on bus ex shed Second sign on pick up bus at relief point Second sign on staff bus/car ex shed	seven minutes two minutes seven minutes
(d)	Final sign off bus to shed Final sign off relieved at relief point Final sign off staff bus to shed	thirteen minutes ten minutes thirteen minutes

(e)	Allowances at meal breaks or within shift portions	
	Bus ex. Shed	five minutes
	Bus to shed	eight minutes
	Staff bus ex. shed	five minute
	Staff bus to shed	eight minute
	Relieved at relief point (walk/travel to meal break)	four minutes
	Pick up at relief point (walk/travel within shift portion)	zero minutes
	Pick up at relief point (walk/travel)	zero minutes

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

**Table 6 - Exclusive Shift Times**

Exclusive Provision - Monday to Friday

Duties	Union	Institute	Gym Attendant
Locations	Hours	Hours	Hours
Belmont	3h 25m	2h 15m	
Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Hamilton	3h 35m	2h 15m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
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	
Tempe	2h 30m	2h 15m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	

C.G. STAFF J

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## TAFE NSW SYDNEY INSTITUTE (GRAPHIC ARTS SECTION) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 1124 of 2011)

Before Commissioner Macdonald

4 July 2011

### VARIATION

1. Delete subclause (c), Sick Leave of clause 7, Leave, of the award published 14 March 2008 (365 I.G. 407) and insert in lieu thereof the following:
  - (c) Sick Leave
    - (i) Illness in this clause and in subclauses (ix) and clause 8 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
    - (ii) Payment for sick leave is subject to the staff member:
      1. Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff members starting time as possible; and
      2. Providing evidence of illness as soon as practicable if required by subclause (ix).
    - (iii) If the Director of Sydney Institute is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Director of Sydney Institute:
      1. Shall grant to the staff member sick leave on full pay; and
      2. May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
    - (iv) The Director of Sydney Institute may direct a staff member to take sick leave if they are satisfied that, due to the staff members illness, the staff member:
      1. is unable to carry out their duties without distress; or
      2. risks further impairment of their health by reporting for duty; or
      3. is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
    - (v) The Director of Sydney Institute may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
    - (vi) Entitlements. Any staff member appointed from the date of this award variation will commence accruing sick leave in accordance with this clause immediately. Staff members at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2012 onwards.

1. At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.
  2. After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
  3. After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
  4. All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
  5. Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
  6. Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
  7. When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
  8. Paid sick leave shall not be granted during a period of unpaid leave.
- (vii) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Director of Sydney Institute approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (viii) Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.
- (ix) Requirements for evidence of illness shall be subject to the following:
1. A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Director of Sydney Institute in respect of the absence.
  2. In addition to the requirements under subclause (ii) of this subclause, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Director of Sydney Institute. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Director of Sydney Institute for each occasion absent for the balance of the calendar year.
  3. As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Director of Sydney Institute is satisfied that the reason for the absence is genuine.
  4. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Director of Sydney Institute will advise them in advance.

5. If the Director of Sydney Institute is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to Health Quest or successor for advice.
    - (a) The type of leave granted to the staff member will be determined by the Director of Sydney Institute based on Health Quest's or successor's advice.
    - (b) If sick leave is not granted, the Director of Sydney Institute will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
  6. The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member 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 alternate manager or the human resources section of the Department.
  7. The reference in this clause to evidence of illness shall apply, as appropriate:
    - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Director of Sydney Institute's discretion, another registered health services provider, or
    - (b) where the absence exceeds one week, and unless the health provider listed in paragraph (a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
    - (c) at the Director of Sydney Institute's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
  8. If a staff member who is absent on recreation leave or extended leave, furnishes to the Director of Sydney Institute satisfactory evidence of illness in respect of an illness which occurred during the leave, the Director of Sydney Institute may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
    - (a) In respect of recreation leave, the period set out in the evidence of illness;
    - (b) In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
  9. Subclause (8) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
2. Delete subclause (e), Family and Community Services Leave, and insert in lieu thereof the following:
- (e) Family and Community Services Leave
- (i) The Director of Sydney Institute shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (ii) of this clause. The Director of Sydney Institute may also grant leave for the purposes in subclause (iii) of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.



- (ii) Such unplanned and emergency situations may include, but not be limited to, the following:
1. Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  2. Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  3. Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
  4. Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  5. Attendance at court by a staff member to answer a charge for a criminal offence, only if the Director of Sydney Institute considers the granting of family and community service leave to be appropriate in a particular case.
- (iii) Family and community service leave may also be granted for:
1. An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  2. Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (iv) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 8 (a)(iii) of clause 8, Personal/Carer's Leave of this award.
- (v) Family and community service leave shall accrue as follows:
1. two and a half days in the staff members first year of service;
  2. two and a half days in the staff members second year of service; and
  3. one day per year thereafter.
- (vi) If available family and community service leave is exhausted as a result of natural disasters, the Director of Sydney Institute shall consider applications for additional family and community service leave, if some other emergency arises.
- (vii) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 8, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- (viii) A Director of Sydney Institute may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

3. This variation shall take effect from 1 July 2011.

A. MACDONALD, Commissioner

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(103)

SERIAL C7641

## TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Taxi Industry Association.

(No. IRC 1229 of 2011)

Before Commissioner Connor

15 July 2011

### AWARD

1. Delete Table 1 - Wages, Rates Summary and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

**Table 1 - Wages**

**Rates Summary**

Shift	Maximum Pay-in Including GST \$	Km	Excess per Km
Day Shifts - all days	171.92	260	0.71 cents
Night shifts - Monday	186.53	300	0.71 cents
Night shifts - Tuesday	189.76	320	0.71 cents
Night shifts - Wednesday	204.62	320	0.71 cents
Night shifts - Thursday	230.87	350	0.71 cents
Night shifts - Friday	261.84	400	0.71 cents
Night shifts - Saturday	261.84	400	0.71 cents
Night shifts - Sunday	202.98	320	0.71 cents

**Table 2 - Other Rates & Allowances (exclusive of GST)**

Clause No.	Brief Description	Amount \$
2(j)	Excess fee amount	0.71 cents
19(b)(i)	Annual leave pay (bailee - 12 months) - per week	803.55
19(b)(ii)	Annual leave pay - (bailee- 3 to 12 months)	803.55 x 4/48 x no. of weeks
20	Sick Leave	161.26
21	Bond	137.32
23(ii)	Incomplete shift - per hour	20.16

2. This variation shall take effect from the first shift on Sunday 17 July 2011.

P. J. CONNOR, Commissioner.

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(773B)

SERIAL C7644

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW  
SOUTH WALES - SECURITY EMPLOYEES - WAGES AND  
CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Communities.

(No. IRC 1144 of 2011)

Before The Honourable Justice Boland, President

4 August 2011

**VARIATION**

1. Delete subclause (ii), Sick Leave of clause 18, Leave of the award published 8 February 2008 (364 I.G. 1137) and insert in lieu thereof the following:
  - (ii) Sick Leave
    - (a) Illness in this clause and in subclauses (g) and clause 19 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
    - (b) Payment for sick leave is subject to the staff member:
      1. Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff members starting time as possible; and
      2. Providing evidence of illness as soon as practicable if required by clause 18(g), Sick Leave Requirements for Evidence of Illness of this award.
    - (c) If the Employer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Employer:
      1. Shall grant to the staff member sick leave on full pay; and
      2. May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.
    - (d) The Employer may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
    - (e) Entitlements. Any staff member appointed from the date of this award variation will commence accruing sick leave in accordance with this clause immediately. Staff members at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2012 onwards.
      1. At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.
      2. After the first four months of employment, the staff member shall accrue sick leave at the rate of 15 working days per year for the balance of the first year of service.
      3. After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

4. All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
  5. Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
  6. Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
  7. When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
  8. Paid sick leave shall not be granted during a period of unpaid leave.
- (f) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Employer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by satisfactory evidence of illness.
- (g) Requirements for evidence of illness shall be subject to the following:
1. A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Employer in respect of the absence.
  2. In addition to the requirements under subclause 18(ii)(b) of this subclause a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Employer. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Employer for each occasion absent for the balance of the calendar year.
  3. As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
  4. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Employer will advise them in advance.
  5. If the Employer is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to Health Quest or successor for advice.
    - (a) The type of leave granted to the staff member will be determined by the Employer based on Health Quest's or successor's advice.
    - (b) If sick leave is not granted, the Employer will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
  6. The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member 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 alternate manager or the human resources section of the Department.

7. The reference in this clause to evidence of illness shall apply, as appropriate:
  - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Employer's discretion, another registered health services provider, or
  - (b) where the absence exceeds one week, and unless the health provider listed in paragraph (a) of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
  - (c) at the Employer's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
8. If a staff member who is absent on recreation leave or extended leave, furnishes to the Employer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Employer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
  - (a) In respect of recreation leave, the period set out in the evidence of illness;
  - (b) In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
9. Subclause (8) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

2. Delete subclause (iv), Family and Community Services Leave and insert in lieu thereof the following:

(iv) Family and Community Services Leave

- (a) The Employer shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (b) of this clause. The Employer may also grant leave for the purposes in subclause (c) of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
  1. Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  2. Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  3. Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
  4. Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;

5. Attendance at court by a staff member to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case.
- (c) Family and community service leave may also be granted for:
1. An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  2. Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (d) The definition of "family" or "relative" in this clause is the same as that provided in paragraph 19 (i)(c) of clause 19, Personal/Carer's Leave of this award.
- (e) Family and community service leave shall accrue as follows:
1. two and a half days in the staff members first year of service;
  2. two and a half days in the staff members second year of service; and
  3. one day per year thereafter.
- (f) If available family and community service leave is exhausted as a result of natural disasters, the Employer shall consider applications for additional family and community service leave, if some other emergency arises.
- (g) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 19, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- (h) A Employer may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.
3. This variation shall take on and from 4 August 2011.

R. P. BOLAND J , *President*



(687)

SERIAL C7639

## TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 813 of 2011)

Before The Honourable Justice Marks

15 July 2011

### AWARD

1. Delete paragraph (c) of subclauses (vi) of clause 2, Cartage Rates of the contract determination, published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:
  - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor; the principal contractor may reduce the cartage rates payable in Annexure "A" of this determination up to a maximum of 1.65% of the rate otherwise payable to the carrier for the performance of that contract of carriage.
2. Delete Schedule 1: Quantity/Distance and Hourly Hire Rates, of Annexure "A", Cartage Rates, and insert in lieu thereof the following:

### SCHEDULE 1

#### QUANTITY/DISTANCE AND HOURLY HIRE RATES

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.820	Per Tonne
A		0.225	Per Tonne
B		0.205	Per Tonne
C		0.194	Per Tonne
D		0.173	Per Tonne
E		1.640	Per Tonne
F		0.154	Per Tonne
G		0.146	Per Tonne
H	Large Material	1.150	Per Tonne
I	Large Material 600+ material	1.944	Per Tonne

#### Quantity/Distance + Hourly 2011

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	3.988	Per Tonne
A		0.235	Per Tonne
B		0.214	Per Tonne
C		0.203	Per Tonne
D		0.181	Per Tonne
E		0.171	Per Tonne
F		0.161	Per Tonne
G		0.152	Per Tonne
H	Large Material	1.201	Per Tonne
I	Large Material 600+ material	2.029	Per Tonne

**Internal Hourly Rates 2009/10**

J	2 Axle Vehicle	52.65	Per Hour
K	3 Axle Vehicle	63.34	Per Hour
L	4 Axle Vehicle	73.46	Per Hour
M	5 Axle Vehicle	94.65	Per Hour
N	6 Axle Vehicle	100.11	Per Hour

**Internal Hourly Rates 2011**

J	2 Axle Vehicle	54.96	Per Hour
K	3 Axle Vehicle	66.12	Per Hour
L	4 Axle Vehicle	76.69	Per Hour
M	5 Axle Vehicle	98.81	Per Hour
N	6 Axle Vehicle	104.51	Per Hour

**External Hourly Rates 2009/10**

O	2 Axle Vehicle	69.63	Per Hour
P	3 Axle Vehicle	72.86	Per Hour
Q	4 Axle Vehicle	84.48	Per Hour
R	5 Axle Vehicle	108.88	Per Hour
S	6 Axle Vehicle	113.58	Per Hour

**External Hourly Rates 2011**

O	2 Axle Vehicle	72.69	Per Hour
P	3 Axle Vehicle	76.06	Per Hour
Q	4 Axle Vehicle	88.19	Per Hour
R	5 Axle Vehicle	113.66	Per Hour
S	6 Axle Vehicle	118.57	Per Hour

3. Delete paragraph 2.1 in Schedule 1 Procedures, of Annexure B and insert in lieu thereof the following:
  - 2.1 The Review Date shall be:
 

1st June
4. Delete paragraph (4) in subclause 7, of Schedule 1, and insert in lieu thereof the following:
  - (4) The fuel index, reflecting current rates is 138.00 cents. This is exclusive of GST.
5. Delete Schedule 2, Cost Component Formula, and Schedule 3, Benchmarks, and insert in lieu thereof the following:

**SCHEDULE 2****COST COMPONENT FORMULA**

Component	New weighting
Wages including Maintenance Labour	34.25634
Fuel and Oil	22.46901
Repair Parts	11.93359
Tyres	4.05124

Depreciation	8.97490
Rego	3.16692
Other Fixed Costs	15.14799
<b>TOTAL</b>	<b>100,00000</b>

### SCHEDULE 3

#### BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components.

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Transport Industry - Quarried Materials State Award - Grade 2, Vehicle Class 3, Certified	\$687.74	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	AIP NSW State weekly average for the retail price of diesel	\$138.00	<a href="http://www.aip.com.au/pricing/retail/diesel/.index.htm">http://www.aip.com.au/pricing/retail/diesel/.index.htm</a>
Repair Parts	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor Vehicle repair and servicing	\$166.80	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2011
Tyres	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicle parts and accessories	\$142.80	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2011

Depreciation	ABS Consumer Price Index (CPI), Transportation Group, Private Motoring Motor vehicles	\$95.60	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2011
Registration	Registration and Green Slip Cost (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a tare weight of 10 tonne and a registered GVM of greater than 16 tonnes	\$5232.86 Registration: Registration fee = \$56.00 not including GST Road use charge = 923.00 (not including GST) Heavy Vehicle inspections = \$170.91 (including GST) Total for Registration = \$1167 Green Slip = \$4065.86 Total = \$5232.86	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	\$175.90	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2011

6. This variation shall take effect from the first pay period to commence on or after 8 August 2011.

F. MARKS *J*

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## **WESTERN SYDNEY BUSES BUS OPERATORS' TRANSITWAY ENTERPRISE (STATE) AWARD 2011**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Western Sydney Buses Division of the Government Service.

(No. IRC 5 of 2011)

Before The Honourable Justice Backman

16 February 2011

### **AWARD**

### **PART A**

#### **SECTION 1 - APPLICATION AND OPERATION OF AWARD**

##### **1. Title**

This Award shall be known as "Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2011" ("the Award").

##### **2. Arrangement**

Clause No.	Subject Matter
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#### PART A

#### SECTION 1 - APPLICATION AND OPERATION OF AWARD

- |     |  |
|-----|--|
| 1.  | Title                                    |
| 2.  | Arrangement                              |
| 3.  | No Extra Claims                          |
| 4.  | Parties Bound                            |
| 5.  | Area, Incidence and Duration             |
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| 7.  | Salary and Wages                         |
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26. Anti Discrimination
27. Parental Leave
28. Dispute Settling Procedure
29. Bus Operator and Trainee Bus Operator Duties
30. Contract of Employment
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32. Training
33. Traineeships
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36. Picnic Day
37. Skills Competency
38. Team Leaders
39. Commitment to Consult
40. Union Delegates
41. Salary Sacrifice for Superannuation
42. Temporary Employee
43. Public Holidays
44. Fatigue Management
45. Maternity Leave
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48. Training for Acting in Bot 1 and Bot 2 Duties
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51. Wage Increases

ATTACHMENT A - MANAGEMENT OF SICK LEAVE  
ATTACHMENT B - TRAINEE BUS OPERATOR AND  
BUS OPERATOR PART TIME HOURS OF WORK  
ATTACHMENT C - WAGE RATES & ALLOWANCES

### **3. No Extra Claims**

The Union undertakes not to pursue any claims for the duration of the Award's nominal life.

### **4. Parties Bound**

- (a) Western Sydney Buses ("the Employer"); and
- (b) Australian Rail, Tram and Bus Industry Union ("the Union").

### **5. Area, Incidence and Duration**

This Award shall operate from 16 February 2011 for a period of two years and shall apply to all Trainee Bus Operators, Bus Operators, Team Leaders and other employees employed by the Employer on and in association with the Liverpool - Parramatta Transitway Bus Route.

This award rescinds and replaces the Western Sydney Buses Bus Operators' Transitway Enterprise (State) Award 2008 published 31 October 2008 (366 I.G. 1110).

### **6. Wage Increases (Refer to Attachment "C")**

## 7. Salary and Wages

Employees engaged in the following classifications shall be paid the wage rates prescribed by Attachment C of this agreement.

1. Trainee Bus Operator
2. Bus Operator
3. Team Leader

## 8. Payment of Wages

The Employer shall deposit the employee's wages into the employee's financial institution on a fortnightly basis.

## 9. Hours of Work

- (a)
  - (i) The ordinary hours of work shall be 38 hours divided into not more than five shifts and shall constitute the ordinary hours of duty of each weekly period, excluding Sunday.
  - (ii) Hours greater than 38 and up to 40 hours a week shall be time counted towards authorised days off.
- (b) The ordinary hours of duty on any shift shall be not less than seven (7) hours and not more than twelve (12) hours in any twenty four (24) hour period.
- (c) No employee shall be rostered to begin a new shift without having been off duty for at least ten consecutive hours. In cases of emergency this may be reduced to eight (8) hours in consultation with the employee's representative.
- (d) Authorised days off (ADO's) shall be accrued by working more than 38 hours in a week and up to and including 40 hours a week. ADO's shall be rostered in blocks of up to 5 consecutive days twice a year. The remaining ADO's accrued for the year shall be banked. The banked ADO's may be taken at the same time as annual leave is cleared (with no loading attached) or by other arrangement with the Employer.
- (e) Employees will be entitled to a shift allowance for time worked between 8 pm and 5 am at the rate of 15% of the hourly rate (Attachment C).
- (f) Saturday Work  
Time worked on Saturdays shall be paid for at the rate of time and a half.
- (g) A "Shift Worker" means an employee who works regularly to a roster, which provides for work being performed during hours, which result in a shift work allowance entitlement.

## 10. Rosters

- (a) All known duties to be performed by employees shall be rostered.
- (b) Employees Shall be Rostered Off on Two Clear Days in Each Rostered Week.
- (c) Employees shall sign off at the Depot at which they signed on unless an agreement to do otherwise is reached by the employees or their representatives and the employer.
- (d) Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.

- (e) Rosters shall be posted four days before coming into operation and shall be complete, except as provided in subclause (g) hereof.
- (f) In emergency cases, time permitting; the employer should consult with the employee representative on the need for the roster adjustment.
- (g) No alteration shall be made to the work of any employee except in cases of sickness, accident, failure for duty, or suspension from duty of an employee, attendance of an employee at Court, Coronial enquiry 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, he/she may be advised of any alteration to his/her work on the first of his/her days off.

The provisions of this clause shall not apply in circumstances that could not be anticipated.

- (h) In the event of an employee applying for leave on a public holiday and such leave is granted, such employee shall not be required to work on such public holiday unless the employee representative and the employer agree otherwise.
- (i) Where an employee is rostered for duty and such rostered work does not allow a 10 hour break before attending for the next rostered shift, an employee will be entitled to be absent until the expiry of the 10 hour break without deduction of pay for ordinary time of duty for such absence, with the exception of subclause 9(c).
- (j) Except for emergency spare shifts the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts.
  - a. Straight shifts - Where practicable a minimum of three hours shall be performed on either portion before or after meal relief.
- (k) Copies of the base roster and all alterations thereto shall be supplied to the employee representative upon request.
- (l) Recovery time of a minimum of 6 minutes is to be rostered between in service timetabled journeys at Parramatta and Liverpool terminals. During this time bus operators are to check the bus for lost property.
- (m) Any complaint about the adequacy of recovery time shall be considered by the employee representative and the Employer and resolved amicably. Should the parties be unable to resolve the complaint after applying clause 28 Dispute Settling Procedure, the matter shall be referred to the Australian Industrial Relations Commission for determination.

#### **11. Cancellation of Rostered Days Off**

- (a) Any employee required to work on his/her rostered day off shall do so unless prevented by ill health on the day concerned.
- (b) An employee cannot work more than 4 rostered days off in a four-week roster cycle.
- (c) Wherever practicable at least 12 hours notice of cancellation of a rostered day off shall be given. However, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.
- (d) Provided that 48 hours notice is given by the employer of 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, he/she shall be paid at the rate of time and a half.
- (e) When an employee works on his/her rostered day off and is not given another day off in lieu thereof in the same working week, the employee shall be paid at the rate of time and a half.



- (f) Upon an employee becoming aware that he/she is required to work on his/her rostered day off, he/she 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 subclause (a) hereof shall not apply.
- (g) No employee shall absent himself/herself on any day merely because of having worked or being required to work on his/her rostered day off.
- (h) An employee who works on his/her 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 the applicable rates prescribed in this clause for working on a rostered day off.
- (i) Where at least 5 days notice is given of an alteration to rostered duty by which a rostered day off is changed, the penalty prescribed in subclause (d) hereof will not apply.

### **12. Meal Breaks**

- (a) Employees shall not be rostered to work for more than 5 hours without a meal break or crib.
- (b) A minimum of 40 minutes and a maximum of 60 minutes shall be rostered for an unpaid meal break.
- (c) The meal break may be reduced to a 30 minute unpaid break in the event of late running. If the same run is late for a period of three consecutive days or the same day over three consecutive weeks, schedulers will review and make the necessary adjustments.
- (d) Meal breaks shall be given where practicable in the order in which employees take up duty on the am shifts and in the order in which they finish duty on the pm shifts.
- (e) The employer shall attempt to provide meal breaks to employee where meal rooms are provided. Where an employee is rostered for a meal break where no meal room is available a meal allowance shall be provided. (Attachment C)
- (f) Crib breaks shall be taken in the employer's time and the minimum time to be rostered for crib shall be 30 minutes.
- (g) In the event of the time available for crib being reduced to less than 30 minutes, the employer shall, upon being notified of the fact by the employee concerned, arrange another crib time as early as practicable to ensure RTA regulations are met.

### **13. Attending for Duty**

- (a) An employee's start time shall be determined by the employer and time shall be calculated from when the employee signs on for his/her duties in the depot. The employee shall sign off at the end of the shift at the depot.
- (b) The employee shall be allowed sufficient preparation time immediately after signing on for the shift.
- (c) The employee shall be allowed sufficient time for required duties immediately prior to signing off.
- (d) By agreement between the employee and employer, employees may be permitted to sign off immediately after securing the bus at its final destination for the shift. This is providing there are adequate arrangements in place for paying in notes and coins and securing any property of the Employer.

If the above provision is utilised the employee would be scheduled to complete the shift at the final destination.

- (e) By agreement between the employee and employer, employees may be permitted to sign on and commence duty at the terminal. This is providing there are adequate arrangements in place for collecting notes and coins and obtaining any property of the Employer that the employee may require during the

shift. If the above provision is utilised the employee would be scheduled to commence the shift at the initial departure terminal.

- (f) 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 12 hours notice was given to him/her personally that he/she was not required for duty.
- (g) An employee, who commences duty and is subsequently told that he/she is not required, shall receive a minimum of seven hours pay.
- (h) If an employee becomes unavailable or fails to attend for their rostered shift the employer may use a casual employee to work that shift.
- (i) All employees are required to wear the appropriate uniform supplied by the employer. All employees must be well presented at all times.
- (j) Sub-clauses (f) and (g) do not apply to casual and to part time employees.

#### **14. Attending Office**

- (a) An employee, who is instructed to attend head office or 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 and reimbursed reasonable fares.
- (b) The provisions of this sub-clause do not apply to an employee attending to answer charges or reports of his/her own misconduct from which he/she is not subsequently exonerated, or to tender an explanation of failure to attend for duty.
- (c) Where the employee so attends and the distance travelled exceeds the distance from his/her place of residence to their 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.

#### **15. Attending Court**

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 official capacity in respect of the death of a person resulting from an accident involving an Employer's vehicle shall be treated in respect of payment for time occupied as follows:

- (a) Unless the employee has previously started work for the day he/she is to be treated, for the purpose of payment, as signing on at the time he/she reports as directed to such place as he/she may be instructed.
- (b) All time occupied from signing on until signing off at his/her depot or being discharged by the officer in charge of the case (after contacting his/her depot manager) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
- (c) When the employee would have been employed in a higher grade, but for attending Court, he/she is to be allowed payment for all time paid for under paragraph (b) above at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which he/she is paid under paragraph (b) above.
- (d) Where the employee commences and/or finishes on the day at other than his/her home depot he/she is to be allowed any excess travelling time at single rate, and allowed payment for such time at the higher-grade rate if applicable.
- (e) Where employees who are no longer required at Court are directed to resume duty at their depot they are to be signed off not later than 9 hours after the time of reporting to such place as they may be instructed.

- (f) Where the employee is required to return to the Court after the meal recess, a meal break up to a maximum of 60 minutes is to be deducted and a meal allowance is to be paid. (Attachment C)

#### **16. Jury Service**

- (a) The Employer shall pay the difference between the amount received from the court by the employee for their attendance and the employees rostered shift if the employee is required to attend for jury service
- (b) An employee shall notify the employer as soon as possible of the date that the employee is required to attend for jury service. Further, the employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.
- (c) If an employee reports for Jury Duty and is not required the employee shall report for duty at the employee's depot.

#### **17. Making Reports**

- (a) An employee shall be allowed 15 minutes at single rates for making an accident report in his/her own time where this is essential, subject to the proviso that an employee, who is subsequently found guilty of neglect or fault, shall not be entitled to this payment.
- (b) Fifteen minutes shall be allowed for the completion of an accident report when the report is completed in the Employer's time.
- (c) An employee shall be allowed 5 minutes at ordinary rates for each report made in his/her own time concerning any other matter, except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the depot manager this allowance may be extended to 15 minutes.

#### **18. Overtime**

- (a) All time worked in excess of eight hours fifteen minutes in any shift; or
- (b) Time worked in excess of 40 hours in any week shall stand-alone and be paid for at the rate of time and a half. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- (c) **Sunday Work**
  - (i) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than three (3) hours work at the rate of double time.
  - (ii) Sunday work is to be treated as voluntary overtime.
  - (iii) Notwithstanding anything provided elsewhere in this agreement, the Employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.
- (d) **Voluntary Overtime**
  - (i) The Employer is able to utilise all employees on voluntary overtime.
  - (ii) Permanent full time employees shall be offered the first opportunity to register and perform voluntary overtime.
  - (iii) Where practicable, providing all permanent full time employees have been afforded the opportunity to register and perform voluntary overtime, permanent part time employees shall be afforded the opportunity to register and perform voluntary overtime.

- (iv) Where practicable, providing all permanent full time employees and permanent part time employees have been afforded the opportunity to register and perform voluntary overtime, casual employees shall be afforded the opportunity to register and perform voluntary overtime.
- (v) Voluntary overtime other than that performed on a Sunday shall be paid at the rate of time and a half.

### **19. Broken Shifts**

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

A 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.

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

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.

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:

Between a spread of 9.5 and 10.5 hours	time and a half;
After 10.5 hours	double time.

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

For all time on duty between the hours of 8.00 pm and 5.00 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.

Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

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

No employee shall be called upon to work a broken shift on a Sunday.

### **20. Guarantee of Minimum Wages**

- (a) Subject to the provisions of this clause, an employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- (b) 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 the lost time only.
- (c) Nothing in this clause shall affect the right of the Employer to 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 them during such period of strike or stoppage of work.

### 21. Casual Employees

- (a) A casual employee shall mean an employee engaged on a daily basis.
- (b) All casual employees shall be paid at the applicable rate provided for in Part B Table 1 in addition to a 20% casual loading.

### 22. Sick Leave

- (a) All employees, excluding casual employees, with more than three (3) months continuous service with the Employer, shall be entitled to a maximum of eight (8) cumulative sick days per year, without loss of pay, where the employee is unable to attend for duty as a result of personal illness or incapacity (excluding any illness or injury resulting from the Worker's Compensation Act 1997) subject to the following:
  - (i) The employee shall provide the Employer with as much notice as reasonably possible of their inability to work a rostered shift.
  - (ii) The employee shall provide the Employer with medical certificates within three (3) calendar days of the first day of absence, whether they have returned to work or not. For longer-term absences, the employee shall continue to supply medical certificates within three (3) calendar days of expiration of the previous certificate.
  - (iii) The employee will inform the Employer by 3.00 pm the day before of their intention to return to work.
- (b) Employees entitled to sick leave shall be paid at the daily rate provided for in Table 1 - Salary and Wage Rates, of Attachment B of this agreement for full day absences or the pro rata hourly rate as provided in the same table for part day absences. The procedures for managing sick leave are documented in Attachment A of this agreement.
- (c) Sick leave taken by an employee under 22(a) is deducted from the amount of personal/carers leave allocated under clause 25.4

### 23. Annual Leave

- (a) Refer to the New South Wales *Annual Holidays Act* 1944 ("the Act").
- (b) In addition to the provisions of the Act the following shall also apply:
  - (i) Shift workers shall be entitled to 25 days annual leave per year. Non-shift workers shall be entitled to 20 days annual leave per year.
  - (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 20 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received an annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
  - (iii) The Employer will not accept the transfer of accrued Annual Leave entitlements of employees that are engaged from other Public Sector agencies or utilities.

### 24. Long Service Leave

- (a) Long Service Leave will accrue as per the provisions of Schedule 5 of the *Transport Administration Act* 1988 (NSW).
- (b) Employees of Western Sydney Buses are entitled to access Long Service Leave at a minimum period of one day.

- (c) Employees applying to clear Long Service Leave for periods of one week or longer should wherever possible make application one month prior to the date of clearance. Applications for Long Service Leave to be cleared as an emergency can be made with 24 hours notice.
- (d) Western Sydney Buses will allocate leave availability to one person per day per 4 weekly period roster. If two employees apply for long service leave for the same time period the leave will be granted to the employee who had applied first. The Depot Manager may approve leave for more than one person in a time period if the staff situation allows.

## 25. Personal/Carers Leave

### Personal Leave

25.1 Personal leave consists of the following three types of leave:

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

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

25.3 For the purpose of this clause:

Immediate family means:

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

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

Year means:

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

25.4 Accumulated paid sick leave means:

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

Current paid sick leave means:

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

### Paid Sick Leave

Employees are entitled to eight days paid sick leave per year (Clause 22)

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

Sick leave not used in any year shall accumulate.

### 25.5 Carer's Leave

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

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

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

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

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

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.
- (c) 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.

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.

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.

### 25.6 Compassionate/Bereavement Leave

An employee is entitled to up to two (2) days paid leave on each occasion a member of the employee's immediate family or household dies.

Proof of death must be provided to the satisfaction of the employer, if required.

## 26. Anti Discrimination

- (a) It is the intention of the parties bound by this agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

## 27. Parental Leave

An employee is entitled to parental leave in accordance with this clause and with Western Sydney Buses Parenting Leave Procedures.

- (a) 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 (2) years of age at the time the leave commences.
- (b) An employee who has completed forty (40) weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.

- (c) Parental Leave is for a period of not more than fifty-two (52) weeks from the date the leave commenced.
- (d) 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.
- (e) An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- (f) An employee must not unreasonably withhold notice of intention to apply for parental leave.
- (g) An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists. But if the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and will be subject to the State Transit Authority Displaced Officer Policies.

### **28. Dispute Settling Procedure**

Any dispute between employees, the Union and Employer shall be settled by following the steps outlined below. The *Australian Workplace Relations Act, 1996*, specifies that normal work must continue while these procedures are being followed. If a health or safety risk is present, the OHS&R Officer should be notified for appropriate assessment and action.

Step 1: Employees or the employees' representative should contact the Liverpool - Parramatta Transitway Manager in the first instance. The Liverpool - Parramatta Transitway Manager must commence to deal with the dispute as quickly as possible.

Step 2: If the dispute is unresolved, the employee and/or the employees' representative must approach the designated Manager, Western Sydney Buses to resolve the dispute.

Step 3: If the matter remains unresolved, the Employer or the union/s are to refer the dispute to the Unions NSW (advice to be provided to other party) following which a 72 hours cooling off period is to take place, to enable Unions NSW to assist in the resolution of the dispute. The 72 hours does not include weekends and public holidays.

Step 4: Referral to the New South Wales Industrial Relations Commission (NSWIRC)

If, following action under steps 1 to 3, the dispute remains unresolved; any party to the dispute may refer the dispute to the New South Wales Industrial Relations Commission (NSWIRC) for conciliation and /or arbitration as per Chapter 3, Part 1, ss 130 to 136 inclusive of the Act or its successor.

### **29. Bus Operator and Trainee Bus Operator Duties**

Where required by the Employer, an employee's duties shall include minor repairs such as changing tail lights and each bus operator shall be ready willing and able to perform minor road side repairs.

All employees may be required to perform other incidental duties that shall include but not be limited to the cleaning and washing of buses.

### **30. Contract of Employment**

In the case of full time and part time employees, the contract of employment may be terminated by either the Employer or the employee pursuant to the following table. Such notice shall not apply where the employee is terminated for misconduct.



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

### 31. Probation Period

All new employees, where applicable, shall serve a three (3) month probation period. At the completion of the probation period the employee shall be informed of their current employment status.

### 32. Training

All employees will receive the required level of training to perform their duties competently. All training will be paid for at single time.

### 33. Traineeships

- (a) Traineeships pursuant to the *Apprenticeship and Traineeship Act 2001* (the Act) may be offered by the Employer.
- (b) Trainees pursuant to the Act shall be trained in all modules to a level of competency required to obtain a Certificate III Transport and Distribution (Road Transport) qualification.
- (c) Employees who qualify for a Traineeship pursuant to the Act shall commence at the Trainee Bus Operator rate of pay specified in Attachment C. Subject to satisfactory completion of relevant competencies to be undertaken in the first twelve months of the Traineeship, an employee engaged under a Traineeship will progress to the rate of pay of Bus Operator after twelve months full time service or part time equivalent.
- (d) Where an employee at the time of commencement with the employer holds all relevant units of competency, which fulfil the employer's requirements from the Road Transport Training Package, the employee shall commence at the rate of pay of Bus Operator as specified in Attachment C.
- (e) Where an employee at the time of commencement with the employer holds less than the total number of required relevant competency units from the Road Transport Training Package, the employer will recognise any relevant competencies held. Such employees shall be afforded accelerated advancement to the rate of pay of Bus Operator specified in Attachment C, proportionate to the number of recognised relevant competencies held.
- (f) Where an employee with previous recent service with the State Transit Authority Division of the New South Wales Government Service as a Bus Operator Level 2 or higher, commences employment with the employer, the employee shall commence at the rate of pay of Bus Operator specified in Attachment C. Recent service shall be taken to mean service with the State Transit Authority Division of the New South Wales Government Service within a twelve month period immediately prior to the commencement of employment with the employer.

### 34. Uniforms

- (a) All employees are required to wear a uniform. The uniform will remain the property of the Employer and it shall be the duty of the employee to retain it in reasonable condition.
- (b) Uniforms will be provided by the Employer and will be replaced on a fair wear and tear basis.

### **35. Surpluses and Shortages**

- (a) Employees shall be required to collect revenue during each driving shift and pay in all revenues at the completion of the shift.
- (b) All shortages for which there is no satisfactory explanation to the employer are to be met by the employee.

### **36. Picnic Day**

- (a) Where reasonably practicable an employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic. Such employee if required by the Employer to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.

### **37. Skills Competency**

- (a) The Employer may direct an employee to carry out such duties where practical within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote deskilling.
- (b) The aim of this clause is to maximize the flexibility of the Employer's workforce and to eliminate classification demarcation issues.
- (c) Any direction issued by the Employer shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.
- (d) The parties will create a genuine career path for employees that allow advancement, based on industry accreditation and access to training.

### **38. Team Leaders**

A Team Leader is a bus operator who is engaged to carry out the following duties as required but limited to:

- (a) Act as Liverpool - Parramatta Transitway Manager as required.
- (b) Provide support to Liverpool - Parramatta Transitway Manager.
- (c) Perform yard duties.
- (d) Provide training support to employees.

### **39. Commitment to Consult**

The Employer is committed to consulting with its' employees regarding change, Occupational Health and Safety and the operation of the business.

### **40. Union Delegates**

- (a) The Employer will allow reasonable access to a telephone, facsimile, postal, photocopying, e-mail and internet facilities for the purpose of carrying out work as a delegate and consulting with new employees and other workplace colleagues and the union in accordance with this provision for the purpose of ensuring the compliance with, understanding of, and the proper operation of, this agreement. It is noted that such access will remain within reasonable limits.
- (b) The Employer provides the above facilities (including access by a delegate to members or potential members) on the basis that they are reasonable and do not unduly interfere with the delegate's primary duties as an employee of the Employer.

**41. Salary Sacrifice for Superannuation**

- (a) Notwithstanding the wage rates prescribed by Attachment 2 of this Agreement, an employee may elect, subject to there being no garnishee, Family Law Court or other Court Order applying to and affecting the employee's wage, to sacrifice a portion of the wage payable under this Agreement, to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) per cent of the wage payable under this Agreement or fifty (50) per cent of the currently applicable "superannuable salary", whichever is the lesser. In this Clause, "superannuable salary" means the employee's salary as required to be notified to the New South Wales public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable salary to additional Employer superannuation contributions:
- (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
  - (ii) 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 this Agreement or any other applicable certified Agreement, Act or Statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under Attachment 2 of this Agreement in the absence of any salary sacrifice to superannuation made under this Agreement.
- (c) The employee may elect to have the portion of payable salary, 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 agreement of the Employer and any relevant policy of the Employer, which may operate from time to time, paid into a private sector complying superannuation scheme as Employer superannuation contributions.
- (d) Where an employee elects to salary sacrifice in terms of sub-clause (c) above, the Employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under the:
- (i) *Superannuation Act 1916*;
  - (ii) *State Authorities Superannuation Act 1987*;
  - (iii) *State Authorities Non-contributory Superannuation Act 1987*; or
  - (iv) *First State Superannuation Act 1992*

the employer must ensure that the amount of any additional Employer superannuation contributions specified in sub-clause (a) above is included in the employee's superannuable salary, which is notified to the New South Wales Public Sector Superannuation Trustee Corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (d) above, the Employer will continue to base contributions to that fund on the salary payable under Attachment 2 to the same extent as applied before the employee sacrificed a 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.

#### **42. Temporary Employee**

- (a) A Temporary Employee is an Employee, not being a full time, permanent part time or casual employee, 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.
- (b) The ordinary hours of a full time temporary employee shall be the same as for a full time employee.
- (c) The ordinary hours for a part time temporary employee shall not be less than 3 hours per day and may not exceed 38 hours per week.
- (d) A temporary full time 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 them personally that they were not required for duty.
- (e) A temporary full time employee who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours pay.
- (f) A temporary part time employee who attends for duty in accordance with instructions and is not required for duty on that day shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.
- (g) A temporary part time employee who commences duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 7/9ths of the total shift, whichever is the greater.
- (h) Where the Employer intends to employ a temporary employee the Employer shall duly notify the employee representative.

#### **43. Public Holidays**

- (a) A full time or part time employee under this Agreement is entitled to Public Holidays without loss of pay as Gazetted from time to time by the New South Wales Government.
- (b) With the exception of Easter Saturday all work performed on Public Holidays, including work performed by casual employees, the rate of time and a half shall apply in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (c) Employees, including casual employees, performing work on Easter Saturday shall be paid at the rate of double time for ordinary hours worked in addition to a payment of 7 hours and 36 minutes in lieu of the public holiday.
- (d) A part time or casual employee engaged on any public holiday, including Easter Saturday, for a shift length of less than 7 hours and 36 minutes shall receive a payment in lieu of the Public Holiday proportionate to the length of the shift performed.
- (e) Where an employee is absent from duty on the working day before and the working day after a Public Holiday without medical certification or without the consent of the Employer, the employee shall not be entitled to payment for such holiday.

#### 44. Fatigue Management

- (a) Fatigue management principles apply to all employees covered by this agreement.
- (b) No employee will be rostered in excess of Award Conditions and will not be permitted to work more than twelve hours in a 24- hour period.
- (c) An employee must have total of 12 hours rest in a 24-hour period, of which 10 hours must be consecutive between shifts.
- (d) No employee will work more than 24 days in a twenty-eight day period.
- (e) No employee will work more than twelve (12) days straight.
- (f) A 24-hour period commences from the time of the first sign on.
- (g) No employee will work or be required to work more than five hours straight without a break.

#### 45. Maternity Leave

- 45.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parental Leave Policy.
- 45.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 45.3 Maternity leave is a period of not more than 4 weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 45.4 An employee is entitled to a maximum of 9 weeks paid maternity leave at the base rate. The paid leave can be taken:
  - in a lump sum payment at the commencement of maternity leave or;
  - as full pay on a fortnightly basis while on maternity leave or;
  - as half pay on a fortnightly basis while on maternity leave or;
  - in any combination of the above options.
- 45.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period.
  - 45.5.1 The accrued annual leave can be taken:
    - (a) in a lump sum payment at the commencement of maternity leave or
    - (b) as full pay while on maternity leave or;
  - 45.5.2 The accrued long service leave can be taken:
    - (a) in a lump sum payment at the commencement of maternity leave or
    - (b) as full pay while on maternity leave or;
    - (c) as half pay while on maternity leave or;

- 45.6 Long service leave may be cleared in any combination of the above options.
- 45.7 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 45.8 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 45.9 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 45.10 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the employee will return from maternity leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy.
- 45.11 An employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a displaced officer and will be subject to the State Transit Displaced Officer Policy. Note; any employee taking extended Maternity leave will be required to clear accumulated Annual leave prior to commencing extended maternity leave.
- 45.12 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.
- 45.13 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.

#### **46. Adoption Leave**

- 46.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's adoption leave policy.
- 46.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave.
- 46.3 Adoption Leave is a period of not more than 52 weeks after the actual date that the employee takes custody of the child.
- 46.4 Employees will be entitled to a maximum of 9 weeks paid adoption leave at the base rate. The paid leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or;
  - (b) as full pay on a fortnightly basis whilst on adoption leave or;
  - (c) as any combination of the above options.
- 46.5 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- 46.5.1 The accrued annual leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or
  - (b) as full pay while on adoption leave
- 46.5.2 The accrued long service leave can be taken:
- (a) in a lump sum payment at the commencement of adoption leave or

- (b) as full pay while on adoption leave or;
  - (c) as half pay while on adoption leave or;
- 46.6 Long service leave can be cleared in any combination of the above options.
- 46.7 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 46.8 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 46.9 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 46.10 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the employee's position has ceased to exist during the period of adoption leave the employee will return from adoption leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy.
- 46.11 Employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Policy. Note; Any employee taking extended Adoption leave will be required to clear accumulated Annual leave prior to commencing extended Adoption leave.
- 46.12 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.
- 46.13 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.

#### **47. Assistance With Job Applications**

The Depot Manager will be designated as the contact point for Bus Operators seeking assistance in preparing resumes and job applications for positions within Western Sydney Buses.

All material relating to how to apply for positions is to be written in "plain English".

#### **48. Training for Acting in Bot 1 and Bot 2 Duties**

Two Bus Operators will be selected through the merit selection process, one to be trained as a Bus Operator Trainer level 2 and the other as a Bus Operator Trainer level 1. Once these two employees have successfully completed their training they will be used by Western Sydney Buses management to train new employees as required. When undertaking this training role they will be paid at the higher rate of pay of BOT 2 and BOT 1 as contained in Attachment C, Table 1.

#### **49. Alcohol and Drug Testing**

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

#### **50. OHS Training**

- (a) The parties recognize the obligation of Western Sydney Buses to provide a safe and healthy workplace, with all employees responsible for their own safety, the safety of other employees and the general public.

- (b) Western Sydney Buses will determine the standards and requirements of training for employees, in consultation with employees and their representatives. A certificate will be awarded to employees who successfully complete the training.
- (c) Every employee will have the opportunity to attend a minimum of 2 hours paid awareness OHS training each year.

### **51. Wage Increases**

A 4% wage increase will apply to employees covered by this Award on and from the first full pay period after ratification by the New South Wales Industrial Relations Commission. An additional 4% increase in wages will apply on and from the first full pay period on the twelve month anniversary of the ratification of the Award by the New South Wales Industrial Relations Commission.

### **ATTACHMENT A - MANAGEMENT OF SICK LEAVE**

#### Absence Management Procedures

##### Commitment to Reduction in Sick Leave Levels

The Parties to this Award are committed to ensuring Western Sydney Buses as a business remains competitive and is positioned to secure future contracts for bus services by achieving industry best practice in a range of areas. One such area is the need to reduce the costs associated with average sick leave levels.

To ensure that sick leave levels are reduced to an average of five 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.

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 RTBU and its Officers will work co-operatively with Western Sydney Buses and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

##### Review Mechanisms

Throughout the life of this Award, Western Sydney Buses and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

At the expiration of twelve months from the introduction of the procedures outlined in this clause, Western Sydney Buses and the RTBU will undertake a full review of the success of the procedures.

If the Target has not been achieved, Western Sydney Buses and the RTBU 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.

A further review of the success of the procedures will occur prior to the expiration of this Award. If the Target has not been achieved, Western Sydney Buses and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

##### Medical Examination, the Role of Health Services Officers and Employee Obligations

An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a Health Services Officer (HSO), 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.



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.

If directed by Western Sydney Buses, an employee must attend an examination by a Western Sydney Buses Nominated Doctor (Western Sydney Buses Doctor) located within a reasonable travelling distance from the employee's home, at any time. A Western Sydney Buses 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.

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

Where a Western Sydney Buses 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 Western Sydney Buses to attend for work.

Where an employee who has been directed to attend for work following examination by a Western Sydney Buses 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.

#### Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs

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

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 Western Sydney Buses sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (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.

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.

Western Sydney Buses Sick Leave Policy and Procedure may be varied during the life of this Award, including any variations, which are necessary to give effect to the provisions of this clause.

#### Absence Management Program Step 1 - Preliminary Discussion

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.

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.

#### 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 absence 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 discipline action;
- (iv) medical examination by a Western Sydney Buses 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.

#### 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.

Continuous Review

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.

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

**ATTACHMENT B - TRAINEE BUS OPERATOR & BUS OPERATOR PART TIME HOURS OF WORK**

Employee Name .....	Employee Number .....
Grade .....	Depot .....
Shift Number .....	Weekly Hours .....

**SHIFT SIGN ON/SIGN OFF TIMES**

DAY	START	FINISH	MEAL TIME	Hours Worked	START	FINISH	HOURS WORKED	DAILY HOURS
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
TOTAL								

The above shifts will apply until such time as you transfer to other work, or timetable changes necessitate changes to the shift times. All changes to rostered work will be undertaken in line with Award and Enterprise Agreement provisions.

.....  
Supervisor

.....  
Employee

Date

Date

**ATTACHMENT C - WAGE RATES AND ALLOWANCES**

**Table 1 - Rates of Pay**

	Rate per week	
	Date of Award Ratification	On and from 12 month anniversary of ratification date
	4%	4%
Trainee Bus Operator	\$807.50	\$839.80
Bus Operator	\$836.80	\$870.30
Team Leader	\$901.20	\$937.20
Bus Operator Trainer Level 1	\$967.70	\$1,006.40
Bus Operator Trainer Level 2	\$1,038.40	\$1,079.90

**Table 2 - Allowance**

Clause	Description	Allowance	Allowance
		Date of Award Ratification 4%	On and from 12 month anniversary of ratification date 4%
8	Shift Allowance	15% Hourly Rate	15% Hourly Rate
8	Shift Allowance Team Leader	15% Hourly Rate	15% Hourly Rate
11(e)	Meal Break	\$10.30	\$10.70
15(f)	Attending Court	\$10.30	\$10.70

A. F. BACKMAN *J*


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SERIALC7638

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA11/7 - Marrickville Council Ranger Services Agreement 2011**

**Made Between:** Marrickville Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 30 May 2001 and commenced 30 May 2011.

**Description of Employees:** The agreement applies to Senior Community Rangers, Senior Community Traffic Officers, Companion Animal Officers, Community Rangers and Community Traffic Officers employed by Marrickville Council located at 2-14 Fisher Street, Petersham NSW 2049 who fall within the coverage of the Local Government (State) Award 2010.

**Nominal Term:** 36 Months.

**EA11/8 - Ballina Shire Council Enterprise Agreement Long Service Leave 2011-2014**

**Made Between:** Ballina Shire Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 29 July 2011 and commenced 28 July 2011.

**Description of Employees:** The agreement applies to all employees employed by Ballina Shire Council, located at Cnr. Cherry and Tamar Streets, Ballina, NSW 2478, who fall within the coverage of the Local Government State Award 2010.

**Nominal Term:** 36 Months.

SERIAL C7630

**CONTRACT AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)**CA11/1 - TNT Australia - TWU New South Wales (Contract Carriers) Agreement 2011-2013**

**Made Between:** Riteway Transport Pty Ltd, TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 1 January 2011.

**Description of Employees:** The agreement applies to all contract carriers employed by TNT Australia Pty Ltd and Riteway Transport Pty Ltd, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

**Nominal Term:** 24 Months.

**CA11/2 - AirRoad Local Parcel Sydney Contract Carriers Agreement 2010**

**Made Between:** AirRoad Distribution Pty Limited -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 16 June 2011 and commenced 9 May 2011.

**Description of Employees:** The agreement applies to all contract carriers employed by AirRoad Pty Ltd who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

**Nominal Term:** 24 Months.

**CA11/3 - Fulton Hogan Industries Pty Ltd and Transport Workers Union of New South Wales, Asphalt Cartage Agreement 2011**

**Made Between:** Fulton Hogan Industries Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 4 July 2011 and commenced 1 July 2011.

**Description of Employees:** The agreement applies to all Regular Contract Carriers (as defined) engaged by PRS for the purpose of carrying asphalt and other PRS related products in the Greater Sydney Metropolitan area (which for the purpose of this agreement shall mean products sourced from either Eastern Creek or Alexandria or other operational asphalt facility in the Greater Sydney Metropolitan area) or any regional areas in NSW as agreed with PRS and the Regular Contract Carriers concerned during the term of this agreement. The agreement shall not apply to any work undertaken by the Regular Contract Carriers at the Minto Site.

**Nominal Term:** 36 Months.

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