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INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

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*These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

These members are dual appointees of Fair Work Australia.

^ These dual appointees work full-time from Fair Work Australia premises at 80 William St Sydney

CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, COMMUNITY RELATIONS COMMISSION) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 88 of 2010)

Before The Honourable Justice Walton, Vice-President

16 February 2010

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Exhibition of Award
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7.	Interpreter/Translator Classifications
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PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Casual Rates of Pay

2. Title

This Award shall be known as the Crown Employees (Interpreters and Translators, Community Relations Commission) Award.

3. Definitions

- 3.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Association" means Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.3 "CRC" means the Office of Community Relations Commission of New South Wales, within Communities NSW as specified in Part 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 3.4 "Director of Public Employment" (DPE) means the position of Director of Public Employment established under chapter 6 of the *Public Sector Employment and Management Act 2002*.
- 3.5 "Interpreter/Translator" means a person with either interpreting or translation qualifications as specified under subclauses 7.2, 7.3 or 7.4 of clause 7, Interpreter/Translator Classifications, or means a person with both interpreting and translation qualifications which are as specified under the said subclauses 7.2, 7.3 or 7.4.
- 3.6 "Interpreting Assignment" means a single interpreting task or a number of interpreting tasks within any twenty four hour period, provided the time lapse between the scheduled conclusion of one task and the commencement of the next is not greater than two and a half hours. The time lapse between interpreting tasks will not be paid.
- 3.7 "NAATI" means the National Accreditation Authority for Translators and Interpreters.
- 3.8 "Service" means continuous service for salary purposes.
- 3.9 "Staff member" means an officer or temporary employee as defined in the *Public Sector Employment and Management Act 2002* and, unless otherwise specified in this award, includes both full-time and part-time staff.

4. Parties to the Award

The parties to this award are the Director of Public Employment and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5. Exhibition of Award

A copy of this Award is to be accessible to all Interpreters/Translators.

6. Salaries

- 6.1 Salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 6.2 Staff members shall be paid in accordance with the rates set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 6.3 A person employed as a casual employee shall be paid the appropriate hourly rates at the level specified for the relevant position as set out in Table 2 - Rates of Pay, of Part B, Monetary Rates.
- 6.4 CRC may determine to commence a staff member or casual employee on a salary point above the Year 1 rate depending on their qualifications, skills, knowledge and experience.

7. Interpreter/Translator Classifications

- 7.1 An Interpreter/Translator has either interpreting or translation qualifications or both interpreting and translation qualifications.
- 7.2 Interpreting/Translating Officer

Qualification: Relevant community languages that NAATI neither accredits nor recognises. Initial appointment to the Interpreting/Translating Officer level shall be dependent upon the assessment of the ability, qualifications and skills in the community language of the applicant by an independent committee coordinated by the Community Relations Commission.

7.3 Interpreter/Translator

Qualification:

- (a) Accredited at Interpreter level or Translator level as demonstrated by way of the NAATI accreditation or equivalent accreditation authority at the time; or
- (b) meeting the qualifications/standards determined by the CRC.

7.4 Senior Interpreter/Translator

Qualification:

- (a) Accreditation at Conference Level (Interpreter) or Advanced Translator (Translators or above as demonstrated by way of NAATI accreditation or equivalent accreditation authority at the time); or
- (b) meeting the qualifications/standards determined by the CRC.

7.5 Incremental Progression is in accordance with the Public Sector Employment and Management Regulation 2009. The effective date of progression shall be the anniversary date of appointment to the position. Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.

8. Casual Interpreters

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

8.1 Rates of Pay - Rates of pay for Casual Interpreters are as set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave. The 20 per cent loading in lieu of leave will not be paid in the overtime rates. A further 34.5 per cent loading will be applied to the base rate to cover the itinerant nature of the work being carried out within the normal work areas as specified under subclause 8.4 of this clause. This loading compensates Casual Interpreters for travel, meals, waiting time and travel time.

8.2 The base overtime rate in Table 2 - Rates of Pay, of Part B Monetary Rates is to be used to calculate all overtime payments. This rate does not include the 20% loading.

8.3 Commencement Rate and Incremental Progression for Casual Interpreters

- (a) all Casual Interpreters employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
- (b) CRC may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
- (c) Casual Interpreters employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.

8.4 Day Work Outside Normal Work Area - A Casual Interpreter shall be entitled to payment for travel time as per the Crown Employees (Public Service Conditions of Employment) Award 2009 for distances travelled when required to carry out day work outside their normal work area.

- (a) for Interpreters classed as Sydney Interpreters the normal work area is the County of Cumberland as defined by the Crown Lands Office being the boundaries of the Sydney metropolitan area.

- (b) for Interpreters classed as Regional Interpreters, the normal work area is the area within an 80 km radius one way of either the Newcastle or Wollongong offices of the CRC or the home address of the Interpreter, whichever is closest to the assignment.
- 8.5 Minimum Hours of Work - A Casual Interpreter directed to work any interpreting assignment shall be paid a minimum of three ordinary hours work at the hourly rate for such assignment between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday.
- 8.6 A Casual Interpreter who works for more than three hours but less than eight hours between 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid for time actually worked beyond the three hours as follows:
- (a) assignments exceeding 3 hours by up to 29 minutes will be rounded for the first half hour, then
- (b) all subsequent time will be rounded to the next 15 minutes.
- 8.7 During work performed between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday a Casual Interpreter shall be entitled to take an unpaid luncheon period of a minimum of one half hour.
- 8.8 A Casual Interpreter required to perform work outside the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid at the base overtime rate and receive meal allowance provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 8.9 Cancellation Fees - Where a Casual Interpreter has been booked to work any assignment to be completed in a single day and the assignment is cancelled within 1 working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid for three ordinary hours work.
- Where a Casual Interpreter has been booked for court or tribunal work exceeding a single day and the assignment is cancelled within 1 full working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid three ordinary hours work per day for a maximum of two days that the assignment was booked. No cancellation fee is payable to the Casual Interpreter if alternative assignment(s) are allocated by the CRC during the period of the original assignment.
- 8.10 Travel Requiring Overnight Accommodation - Casual Interpreters required to travel to an assignment necessitating overnight accommodation shall receive payment in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009.

9. Casual Translators

The parties agree that the employment of Casual Translators shall not prejudice the employment of any permanent Interpreters/Translators.

For the purposes of this Award, 200 words of translation equate to one hour of translation, 45 minutes of editing, 30 minutes of proof reading and 45 minutes of checking.

Casual Translators work using their own equipment, work at a time suitable to themselves and are not accommodated in the workplace to carry out their duties therefore travel is not incurred.

9.1 Definitions

"Translations" are made up of two types which are defined as:

- (a) "Standard Documents" - these documents include personal documentation relating to an individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's licence, passport and are deemed to be equal to one hundred words of translation. Standard documents exclude educational qualifications.

- (b) "Non-Standard Documents" - these are all other documents including educational qualifications, medical certificates, reports, letters and information pamphlets.

"Editing" - editing is the process of revision by translators of translations of texts and personal documents into English/target language and is performed by other translators. It includes verifying the spelling and grammar of the English/target language translation of the document.

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

"Checking" - checking is an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

- 9.2 Rates of Pay - the rates of pay for Casual Translators are set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave, plus a 34.5 per cent loading covering use of their own equipment and premises.

9.3 Commencement Rate and Incremental Progression for Casual Translators

- (a) all Casual Translators employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
- (b) CRC may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
- (c) Casual Translators employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.

10. No Extra Claims

Parties to this award are obliged not to pursue any extra claims except those allowed by Part 1, Division 1, of the *Industrial Relations Act 1996*.

11. Anti-Discrimination

- 11.1 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.
- 11.2 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.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member or casual employee because that person has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Staff members and casual employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

12. Grievance/Dispute Resolution Procedures

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

- 12.1 Staff members and casual employees are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- 12.2 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act, 1977*) that makes it impractical for the staff member or casual employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 12.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within one working day, or as soon as practicable, of the matter being brought to their attention.
- 12.4 If the matter remains unresolved with the immediate supervisor or manager, the staff member or casual employee may require to meet with the appropriate person at the next level of management in order to resolve the matter. This manager should respond within one working day, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member or casual employee until the matter is referred to the Chair, CRC.
- 12.5 In the event that the matter remains unresolved, the Chair, CRC, shall provide a written response to the staff member or casual employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 12.6 A staff member or casual employee may at any stage request to be represented by the Association representative.
- 12.7 The staff member or casual employee or Association on his/her behalf, or the Chair, CRC, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.8 The staff member or casual employee, Association, Chair CRC and the DPE shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

- 12.9 Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any staff member or casual employee or member of the public.

13. Deduction of Union Membership Fees

- 13.1 The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 13.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 13.3 Subject to subclauses 13.1 and 13.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any staff member or casual employee who is a member of the union in accordance with the union's rules, provided that the staff member or casual employee has authorised the employer to make such deductions.
- 13.4 Monies so deducted from the staff member's or casual employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff member's or casual employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 13.6 Where a staff member or casual employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the staff member or casual employee to make a fresh authorisation in order for such deduction to continue.

14. Savings of Rights

Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an Award replacing it, staff members and casual employees of the CRC will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

15. Area, Incidence and Duration

- 15.1 This award shall apply to the classifications as defined herein.
- 15.2 The staff members and casual employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- 15.3 This award rescinds and replaces the *Crown Employees (Interpreters and Translators, Community Relations Commission) Award 2007* published 26 October 2007 (364 I.G 52) and all variations thereof.
- 15.4 This award will be operative from 16 February 2010 and will remain in force until 30 June 2011.

PART B**MONETARY RATES**

Effective from the beginning of the first pay period to commence on or after the dates in the column headings

Table 1 - Rates of Pay

Classification and Grades	Per annum 1 July 2009 \$	Per annum 1 July 2010 \$
Interpreting/Translating Officer		
Year 1	51,573	53,636
Year 2	54,976	57,175
Year 3	58,925	61,282
Interpreter/Translator		
Year 1	54,976	57,175
Year 2	58,925	61,282
Year 3	63,102	65,626
Year 4	66,844	69,518
Year 5	70,117	72,922
Senior Interpreter/Translator		
Year 1	72,196	75,084
Year 2	74,396	77,372
Year 3	77,384	80,479

Table 2 - Casual Rates of Pay

Casual Interpreter	1 July 2009	1 July 2010
Year 1		
Base Hourly Rate (Unloaded)	30.10	31.30
Hourly Rate (Base + 20% + 34.5%)	46.50	48.36
Base Overtime Rate (Base + 34.5%)	40.48	42.10
Year 2		
Base Hourly Rate (Unloaded)	32.27	33.56
Hourly Rate (Base + 20% + 34.5%)	49.86	51.85
Base Overtime Rate (Base + 34.5%)	43.40	45.14
Year 3		
Base Hourly Rate (Unloaded)	34.55	35.93
Hourly Rate (Base + 20% + 34.5%)	53.38	55.51
Base Overtime Rate (Base + 34.5%)	46.47	48.33
Year 4		
Base Hourly Rate (Unloaded)	36.60	38.06
Hourly Rate (Base + 20% + 34.5%)	56.55	58.81
Base Overtime Rate (Base + 34.5%)	49.23	51.20
Year 5		
Base Hourly Rate (Unloaded)	38.38	39.92
Hourly Rate (Base + 20% + 34.5%)	59.30	61.68
Base Overtime Rate (Base + 34.5%)	51.62	53.69
Casual Translator		
Year 1		
Standard Document Translation	23.25	24.18
Non Standard Document Translation		
First 200 words or part thereof	46.50	48.36
Then 100 words thereafter or part thereof	23.25	24.18

Editing		
First 200 words or part thereof	34.88	36.27
Then 100 words thereafter or part thereof	17.44	18.14
Proof Reading		
First 200 words or part thereof	23.25	24.18
Then 100 words thereafter or part thereof	11.63	12.09
Checking		
First 200 words or part thereof	34.88	36.27
Then 100 words thereafter or part thereof	17.44	18.14
Year 2		
Standard Document Translation	24.93	25.93
Non Standard Document Translation		
First 200 words or part thereof	49.86	51.85
Then 100 words thereafter or part thereof	24.93	25.93
Editing		
First 200 words or part thereof	37.39	38.89
Then 100 words thereafter or part thereof	18.70	19.44
Proof Reading		
First 200 words or part thereof	24.93	25.93
Then 100 words thereafter or part thereof	12.46	12.96
Checking		
First 200 words or part thereof	37.39	38.89
Then 100 words thereafter or part thereof	18.70	19.44
Year 3		
Standard Document Translation	26.69	27.76
Non Standard Document Translation		
First 200 words or part thereof	53.38	55.51
Then 100 words thereafter or part thereof	26.69	27.76
Editing		
First 200 words or part thereof	40.03	41.63
Then 100 words thereafter or part thereof	20.02	20.82
Proof Reading		
First 200 words or part thereof	26.69	27.76
Then 100 words thereafter or part thereof	13.34	13.88
Checking		
First 200 words or part thereof	40.03	41.63
Then 100 words thereafter or part thereof	20.02	20.82
Year 4		
Standard Document Translation	28.27	29.41
Non Standard Document Translation		
First 200 words or part thereof	56.55	58.81
Then 100 words thereafter or part thereof	28.27	29.41
Editing		
First 200 words or part thereof	42.41	44.11
Then 100 words thereafter or part thereof	21.21	22.05
Proof Reading		
First 200 words or part thereof	28.27	29.41
Then 100 words thereafter or part thereof	14.14	14.70
Checking		
First 200 words or part thereof	42.41	44.11
Then 100 words thereafter or part thereof	21.21	22.05

Year 5		
Standard Document Translation	29.68	30.87
Non Standard Document Translation		
First 200 words or part thereof	59.30	61.67
Then 100 words thereafter or part thereof	29.68	30.87
Editing		
First 200 words or part thereof	44.49	46.27
Then 100 words thereafter or part thereof	22.24	23.13
Proof Reading		
First 200 words or part thereof	29.68	30.87
Then 100 words thereafter or part thereof	14.83	15.42
Checking		
First 200 words or part thereof	44.49	46.27
Then 100 words thereafter or part thereof	22.24	23.13

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

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**ILLAWARRA REGION SPORTING VENUES AUTHORITY
AUSTRALIAN WORKERS UNION (STATE) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1477 of 2009)

Before Mr Deputy President Grayson

19 February 2010

AWARD

Arrangement

The conditions of employment contained in Part A of this award apply to all employees.

The conditions of employment contained in Part B of this award apply only to non-managerial employees.

The conditions of employment contained in Part C of this award apply only to managerial employees.

PART A

Clause No.	Subject Matter
1.	Title
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PART B

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PART C

MANAGEMENT STAFF

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11. Professional Development
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PART D

MONETARY RATES

Table 1 - General Staff Weekly Rates of Pay

Table 2 - Management Staff Rates of Pay

Table 3 - Other Rates and Allowances

Table 4 - Trainee Rates

1. Title

This award shall be known as the Illawarra Region Sporting Venues Authority Australian Workers Union (State) Award 2009.

2. Definitions

"Employee" means a person employed by Communities NSW at the Illawarra Region Sporting Venues Authority on a permanent full-time, permanent part-time, fixed-term or casual basis.

"IRSVA" means the Illawarra Region Sporting Venues Authority (or any subsequent entity assuming responsibility for the Authority), whose employees are considered employees of Communities NSW.

"Union" means the Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales.

3. Parties

The parties to this award are:

- a. Communities NSW; and
- b. The Australian Workers Union, Port Kembla, South Coast & Southern Highlands Branch, New South Wales (the Union).

4. Intention

- a. The parties to this Award acknowledge that good industrial relations are central to the effective and efficient operation of facilities controlled by the Illawarra Region Sporting Venues Authority and thereby providing the workforce with fair and equitable rates of pay, stability of income and employment, whilst providing the community of the Illawarra with first class sporting, entertainment and recreation facilities.

5. Application

- a. This Award is binding on the Illawarra Region Sporting Venues Authority, employees of Communities NSW working for the IRSVA, and the Australian Workers Union (New South Wales Branch) representing their members employed at the IRSVA, in respect of the employment conditions and rates of pay for the Communities NSW employees engaged in the operation, maintenance and administration of grounds and facilities operated and/or controlled by the Illawarra Region Sporting Venues Authority.
- b. This Award shall equally apply to any sub-contracted organisation or individual employing persons, other than manager classifications, who would otherwise either have been employed by the IRSVA, other than organisations or individuals who either are party to, or obliged by common rule application to, observe Awards or Agreements of the Australian Liquor Hospitality Miscellaneous Workers Union in regard to cleaning, security, childcare or catering services or otherwise excluded by the operation of State or Federal law.

6. Period of Operation

This award will operate from the first pay period commencing on or after 13 September 2009 and will remain in force for a period of two years.

This award rescinds and replaces the Wollongong Sportsground Trust Australian Workers Union (State) Award 2007 published 30 November 2007 (364 I.G. 549).

7. Terms of Engagement

Employees under this Award shall be engaged as either Permanent (full-time or part-time) or Casual employees.

- a. Permanent weekly full-time employees, including management, will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Section A of Table 1 or in Table 2 of Part D, Monetary Rates.

Permanent annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Permanent annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in Clause 5 of Part B, Overtime and Time off in Lieu

- b. Permanent weekly part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the IRSVA and the employee concerned, provided that such lesser hours be no fewer than 80 per months or 4 per shift.

Part-time employees will be paid pro-rata the rate for the appropriate skills level as set out in Table 1 of Part D Monetary Rates.

The provisions of subclause (b) of this Clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

- c. Probationary Period: Notwithstanding anything elsewhere contained in this Clause, and Clause 3 of Part B, Termination of Employment, a maximum of the first three (3) months of permanent employment will be on a trial basis and may be terminated by at least two days' notice. If this notice is not given during this period the payment or forfeiture of two (2) days' wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- d. Casual employees will be employees employed by the hour and will be employed for a minimum of three (3) hours per engagement for commercial events and two (2) hours for community and not for profit functions relating to the hire of the IRSVA's facilities.
- e. The IRSVA may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- f. Despite any other provision of this Award, the IRSVA is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of any strike.

8. Rates of Pay

- a. The rates of pay in this Award take into account structural efficiency changes and safety net wage increases available up to the date of its making; and include a loading in lieu of penalty rates on Saturday and Sundays.
- b. The ordinary hourly rates of pay relating to persons employed under this award are those applying in Tables 1, 2 and 4 of Part D attached hereto.
- c. An employee will only be classified and paid at a higher level of skill if the IRSVA has a vacancy at that level and the employee has attained the necessary skills and has been accredited and appointed to a higher level. The employee will be paid the rate for that classification regardless of the actual task carried out in the enterprise.
- d. An employee who is required to perform work, for a temporary period, at a higher skill level than that which is normally performed will be paid at the appropriate higher wage rate whilst performing such duties, provided that the work so performed extends beyond four hours.
- e. A weekly or annualised salaried employee who, during a period of relief greater than 5 working days, is required to perform the duties of a Manager and, in the opinion of the appropriate Department Head, satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position will be paid by allowance any difference between the employee's present salary and the salary to which the employee would have been entitled if appointed to that Management position.
- f. When the employee undertakes a proportion of the duties and responsibilities of the relief position an allowance will be paid to reflect the percentage of duties undertaken, for example if an employee undertakes 50% of the duties and responsibilities of the substantive occupant during the relevant period a 50% allowance would be payable.

9. Payment of Wages

- a. All moneys payable to employees will be paid weekly, fortnightly or monthly, by agreement with the employee, by electronic funds transfer.

- b. For each pay period the employee will be supplied with a written statement showing how the pay has been made up and including details of any deductions.

10. Superannuation and Salary Sacrificing

- a. The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and Section 124 of the *Industrial Relations Act 1996 (NSW)*. This legislation, as varied from time to time, governs the Superannuation rights and obligations of the parties.
- b. Subject to the requirements of this legislation, superannuation contributions may be made to either ASSET (Australian Superannuation Savings Employment Trust) or Australian Super, on a monthly basis on behalf of employees engaged under the provisions of this award.

Salary sacrifice to Superannuation

- c. Notwithstanding the salaries as varied by Clause 8. Rates of Pay of this Part, an employee may elect, subject to the agreement of the IRSVA, to sacrifice a portion of the salary payable under Clause 8 Rates of Pay 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 may be up to one hundred (100) percent of the salary payable under Clause 8 Rates of Pay.
- d. Where the employee has elected to salary sacrifice a portion of their salary to additional employer superannuation contributions:
 - (i) Subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate 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 this Award or any applicable Award, 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 Clause 8 Rates of Pay of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- e. Where an employee elects to salary sacrifice in terms of subclause (c) above, the IRSVA will pay the sacrificed amount into the relevant superannuation fund.

11. Income Protection Plan

All permanent weekly employees and regularly employed casuals (being casuals rostered for more than 20 hours in any 28 day period) shall be covered by a Sickness and Accident Income Protection Plan approved and endorsed by the union.

It is a term of this award that the IRSVA will bear the costs of one percent of gross weekly award rate of pay per member towards providing income protection with a minimum of \$4.00 up to a maximum of \$8.00 per month, for regularly employed casuals (as defined).

12. Training

- a. The IRSVA acknowledges its commitment to provide its employees with career paths and access to more varied, fulfilling and better paid jobs through training.
- b. No employee will be required to perform work at a level of skill for which that employee has not been suitably trained. In accordance with the needs of the enterprise, training will be provided to enable employees to qualify for classification to, and to make a contribution at, higher levels of skill, by the application of a Training Program.

- c. The IRSVA will accept responsibility for the organisation of 'on-the-job' training but employees will assist as required in the training of other employees. For training 'off-the-job' the IRSVA will accept responsibility for arranging the training in all cases where the IRSVA requests such training to meet staffing requirements.
- d. The IRSVA will pay at the classified level of skill during all training undertaken in normal working hours. For training undertaken 'off-the-job' and outside normal working hours, and approved by the IRSVA as being in accordance with the need of the enterprise, the company will pay all necessary fees and the cost of essential textbooks, literature and stationery.
- e. An employee who undertakes one or more tasks, but not all the tasks, at a higher level of skill than that to which the employee is accredited, as part of their training for qualification to that higher level, will continue to be paid at the classification level rate for which the employee has been accredited.

13. Meal Breaks and Allowances

- a. Full-time and part-time employees.
 - (i) All employees will be allowed an unpaid meal break of 45 minutes duration, to be taken between four to six hours after the commencement of work (depending on the need of the enterprise). Each subsequent unpaid meal break of similar duration will be taken between four to six hours after the time of the previous meal.
- b. Casual Employees
 - (i) All casual employees who work for more than four consecutive hours will be entitled to an unpaid meal break of 45 minutes duration, to be taken according to the needs of the operation before six hours have elapsed. After each subsequent four-hour period from the time of the first entitlement the employee will be given a further meal break under similar conditions.
 - (ii) Casual employees working in a non-event capacity who work at least four hours will be entitled to a paid refreshment break of ten minutes duration during that shift, to be taken at the place of work and at a time to suit the needs of the enterprise.

14. Annual Leave and Annual Leave Loading

- a. All permanent employees shall be entitled to four weeks annual leave for each completed year of service, less the period of annual leave taken.
- b. Permanent employees engaged as General Staff under Part B shall be paid at the anniversary of their employment a loading equal to seventeen and a half percent of their ordinary pay for four weeks.
- c. The taking of annual leave shall as far as practicable be taken at a mutually agreed time and for a mutually agreed duration up to the maximum entitlement contained herein.
- d. Under no circumstances shall annual leave be allowed to accrue above the entitlement for a period of two years.
- e. No employee shall be recalled from annual leave once they have commenced such leave, without the re-crediting of that proportion of the leave already used and the re-imburement of any additional expenses incurred by the employee as a consequence of such recall.

15. Long Service Leave

Prior to 1st September 2005, employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.

For continuous service post 1st September 2005, employees shall accrue long service leave as follows:

- a. Ten weeks paid leave after ten years service, and thereafter,
- b. Five weeks paid leave on the completion of each additional five years service.

Such leave accrual shall not apply to any long service leave that has accrued prior to 1st September 2005.

16. Sick Leave

- a. A full time employee shall be entitled to 10 days sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave.
- b. If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year. Such accumulation shall be limited to benefits up to a maximum of 100 days paid leave.
- c. An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- d. Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- e. Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- f. The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, state the nature of the injury or illness, and the estimated duration of the absence.

17. Personal Carers Leave

- a. Use of Sick Leave
 - (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (iii) 2 of this subclause, who need the employee's care and support, shall be entitled to use, in accordance with the subclause, any current or accrued sick leave entitlement provided for in Clause 16, Sick Leave, of this Part for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (ii) The employee shall, if required, 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 person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 1. The employee being responsible for the care and support of the person concerned; and
 2. The person concerned being:
 - a. a spouse of the employee, or
 - b. a de facto spouse, who, in relation to a person, is 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; or
 - c. 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 employee or spouse or de facto spouse of the employee; or

- d. a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- e. a relative of the employee who is a member of the same household, where for the purpose of this paragraph:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (iv) An employee shall, wherever 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 shall notify the employer by telephone of such of such absence at the first opportunity on the day of absence.

b. Unpaid Leave for Family Purpose

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph (iii).2 of sub-clause above who is ill.

c. Annual Leave

- (i) An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in paragraph (i) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (iii) An employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

d. Time Off in Lieu of Payment of Overtime

- (i) 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 within twelve (12) months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (iv) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the award.

- e. Make-up Time
- (i) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off during ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- f. Rostered days off
- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employer or employee.
- (iv) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of DDO flexibility, and providing a reasonable opportunity for the unions to participate in negotiations.

18. Bereavement Leave

A full-time or part-time employee shall be entitled to a maximum of three (3) days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death within Australia of a parent (including foster parent and parent-in-law), grandmother, grandfather, wife, husband, de facto wife, de facto husband, sister, brother, child, stepchild or grandchild.

19. Parental Leave

A permanent full-time and part-time employee shall be entitled to parental leave pursuant to the provisions of the NSW *Industrial Relations Act 1996*.

Concurrent with the above unpaid leave provisions, permanent full-time and part-time employees shall be entitled to the following paid parental leave:

- a. Paid Maternity Leave - fourteen (14) weeks paid maternity leave to all female permanent full-time and part-time employees
- b. Paid Paternity Leave - two (2) weeks paid paternity leave to all male permanent full-time and part-time employees

20. Jury Service

A permanent employee required to attend for jury service will be reimbursed by the IRSVA the difference between the amount received for the service and the amount the employee would have earned for ordinary hours, on production of evidence of payment received for the service.

21. Introduction of Change

- a. Where the IRSVA has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the IRSVA will notify the employees who may be affected by the proposed changes, and the union, if the employees are members.
- b. "Significant effects" include termination of employment, major changes in the composition of the IRSVA workforce or in the skills required; the elimination or diminution of job opportunities, promotions opportunities or job tenure; the alteration of hours of work; the need for retraining or

transfer of employees to other work or locations; and the restructuring of jobs. However, where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have a significant effect.

- c. The IRSVA will discuss with the employees affected and, if they are members of the union, the union, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and will give prompt consideration to matters raised by employees and, if they are members of the union, by their union, in relation to the changes.
- d. The discussions will commence as early as practicable after a definite decision has been made by the IRSVA to make the changes referred to in subclause (a) of this clause.
- e. For the purpose of such discussion, the IRSVA will provide in writing to the employees concerned and, if they are members of the union, to their union, all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. However, the IRSVA will not be required to disclose confidential information, the disclosure of which would be inimical to the IRSVAs interests.

22. Redundancy

- a. Where the IRSVA has made a definite decision that the IRSVA no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to the termination of employment, the IRSVA will hold discussions with the employees directly affected and with the union.
- b. The discussions will take place as soon as practicable after the IRSVA has made a definite decision which will invoke the provisions of subclause (a) of this clause, and will cover inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any effects of any terminations on the employees concerned.
- c. For the purposes of the discussion the IRSVA will, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. However, the IRSVA will not be required to disclose confidential information, the disclosure of which would be inimical to the IRSVAs' interests.
- d. Where an employee is transferred to lower paid duties for reasons as set out in subclause (a) of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if employment had been terminate, and the IRSVA may, at the IRSVAs' option, make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks still owing.
- e. In addition to the period of notice prescribed for ordinary termination in subclause (a) of clause 3 of Part B, Termination of Employment, an employee whose employment is terminated for reasons as set out in subclause (a) of this clause, will be entitled to the following amount of severance pay in respect to a continuous period of service:

Period of Continuous Service	Severance Pay
Up to the completion of 5 years	1 weeks pay for each completed year of service
5 years and over	3 weeks pay for each completed year of service

In addition to the above scale, one additional week's pay per year of service will be paid to employees over the age of 45 years at the date of redundancy offer being made by the IRSVA.

"Weeks pay" means the ordinary time rate of pay for the classified skill level for the employee concerned.

- f. In addition, employees will be paid the following benefits:
- (i) Payment of annual leave loading on all accrued annual leave.
 - (ii) Payment of pro-rata long service leave for employees with more than ten years continuous service.
- g. An employee whose employment is terminated for reasons set out in subclause (a) of this clause may terminate employment during the period of notice and, if so, will be entitled to the same benefits and payments under this clause had the employee remained with the IRSVA until the expiration of such notice. In such circumstances the employee will not be entitled to payment in lieu of notice.
- h. During the period of notice of termination given by the IRSVA an employee will be allowed up to two days time off without loss of pay during each week of notice, for the purpose of seeking other employment. The employee must make application for the time off and may be required to produce proof of attendance at an interview to qualify for payment for the time absent. A statutory declaration will serve as adequate proof of attendance.
- i. Where a decision has been made to terminate employees in the circumstances outlined in subclause (a) of this clause, the IRSVA will notify a Commonwealth Government Accredited Employment Service as soon as possible giving relevant information including the number of categories of employees likely to be affected and the period over which the terminations are intended to be carried out.
- j. The continuity of employment of an employee will be deemed not to have been broken by reason of transmission of business and the whole period of employment will be deemed to be service for the application of this clause.
- k. This clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees.

23. Performance Management Plans

The IRSVA and the Union shall develop a classification and performance review procedure and criteria.

A committee made up of 2 Trust representatives and 2 workplace Union representatives shall work collectively to produce the review package for the consideration of the IRSVA, the Union and its members.

The IRSVA shall provide in writing to each employee, a brief job description and the level upon which they are being employed and whether they will be remunerated as either a weekly or annualised employee.

An employee may request on an annual basis a performance and skills review if they believe their work, level of responsibility or skill have changed significantly enough to warrant an upgrade to a new salary point or level.

Employees may be appointed to their classification level and salary point on the wages structure according to the level of job performance, responsibility, skills, experience and work to be carried out.

Members of the management team will participate with the general Manager of the IRSVA, and in the case of the General Manager with the Chairperson of the IRSVA and the Director General, Communities NSW, in establishing a program of Performance Review and work to an agreed set of Key performance Indicators that will be drawn from the IRSVA's Annual Business Plan.

The IRSVA agrees to employ a facilitator to assist in the development of the Performance Management Plan, if the committee cannot come to an agreement on its design or implementation.

24. Disciplinary Procedure

- a. Warnings may be issued by the supervisor of the employee concerned when, in the supervisor's opinion, the employee's behaviour is deemed unacceptable. A written warning should only be issued after the employee has been warned verbally on previous occasions, unless the offence is of a particularly serious nature.
- b. The establishment of a warning system will not preclude the right of the IRSVA to dismiss an employee without the issue of a written warning, in accordance with subclause (f) of clause 3 of Part B, Termination of Employment.
- c. The basis of the three-warning system is as follows:
 - (i) An employee whose conduct is deemed unsatisfactory by the supervisor may be given a first written warning.
 - (ii) Should no improvement be forthcoming, then a second warning may be issued.
 - (iii) A third, or final, warning can be issued if there has been no improvement. If no improvement occurs after the issuing of a final warning then the employee is liable to dismissal.
 - (iv) Each warning will remain in force, individually, for two years, unless superseded by a further warning at the next level of this warning system. An employee issued with a second or final warning will revert back to a first or second warning respectively after the expiration of two years. This allows an employee to improve behaviour.
 - (v) All written warnings are to be given in the presence of the employee's nominated representative, if the employee so desires.

25. Disputes Procedure

- a. The following procedure will be followed in dealing with any dispute arising out of the operation of this award or any matter relating to the employment of personnel covered by this award:
 - (i) The employee or employees concerned will discuss the matter with their immediate supervisor or appropriate manager in the presence of the Union Delegate if the employee(s) so wish(es).
 - (ii) If the matter is not resolved, it will be brought to the attention of the General Manager who will attempt to settle the matter by consultation.
 - (iii) If the matter remains unresolved, and the employee so wishes, the Secretary of the Union (or the Secretary's representative) will be advised, and further discussions will be held in an attempt to settle the matter.
 - (iv) If the above steps are unsuccessful, the matter will be referred to the Industrial Relations Commission of New South Wales for resolution.
 - (v) While the above procedures are being followed, all work will continue normally. If there is a bona fide risk to the safety of employees they will be moved to another part of the work place where there is no risk.
 - (vi) All employees are to be made familiar with this disputes procedure and are to give an undertaking to observe it.
 - (vii) The employee or employees who raise the grievance may be involved in the discussions at all levels of this procedure.

26. Role of the Union

a. Union Commitment

The union commits itself to promote a harmonious and productive workplace environment in which employees are committed to the organisation. Every effort will be made to ensure that the dispute settlement procedures are followed and industrial disruption is avoided.

In recognition of this, the following procedure will be implemented:

i. Attendance at the work site.

Properly accredited officials of the union shall have the right, subject to security arrangements, to enter the work site to observe the performance of work and to talk to employees, after notifying his presence on the worksite to managements. The union shall be provided with appropriate access to employees to promote the benefits of union membership.

ii. Union/Trust Co-operation.

To facilitate union membership, the IRSVA will:

1. Provide payroll deduction services for union fees. Such fees shall be remitted to the union on a monthly/fortnightly basis with enough information supplied to enable the union to carry out a reconciliation;
2. Supply all employees with an application form to join the union at the same time as employees are provided with their taxation declaration form;
3. Provide the union with access to talk to all new employees at all induction training. In this regard the IRSVA will organise such access for the union in a way which is conducive to the union being able to give a presentation to as small a group as practicable;
4. Ensure that all supervisors are trained in the provisions of enterprise agreement and the employer's policy on union membership;
5. Notwithstanding the above, where an employee indicates they have an objection to joining the union, the IRSVA shall advise the union of this within 2 weeks. The union shall then be provided with appropriate access to this employee to further promote the benefits of union membership.

iii. Role of the union delegate

1. For the purpose of the union conducting their business on a day to day basis, the IRSVA will recognise duly elected/appointed union delegates.
2. Union delegates will be allowed reasonable time during work hours to interview the IRSVA or the IRSVA's representatives on matters affecting employees.
3. Union delegates will be allowed reasonable time during working hours to discuss with individual union members any matters pertaining to their work.
4. Union delegates will be allowed to meet with their union official(s) to discuss issues, which may need to be progressed either in the consultative committee or via the dispute settling procedure. Such meetings whilst in paid time will be determined following consultation with the employer.

iv. Investigating Complaints

For the purpose of investigating complaints concerning the application of this Award, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's worksite during working hours, subject to the following conditions:

1. That he or she discloses to the IRSVA nominees the complaint which he desires to investigate;
2. That he makes his investigations in the presence of the IRSVA's Nominees;
3. That he or she does not interfere with work proceeding in the workshop or plant;
4. That he or she conducts himself properly.

27. Consultative Committee

A consultative committee made up of management and the workplace union representatives shall meet on a bi-monthly or an as-required basis for the purpose of reviewing the implementation of this award and other workplace issues which might arise from time to time.

Minutes of each meeting will be kept and made available to the IRSVA or the union if required.

28. Anti-Discrimination

- a. 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.
- b. 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.
- c. 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.
- d. 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 section 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.
- e. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

PART B

GENERAL STAFF

1. Terms of Engagement

- a. Permanent weekly full-time employees will be engaged by the fortnight and will be paid the rate of pay for the appropriate skill level as set out in Section A of Table 1 of Part D, Monetary Rates

Permanent annualised full-time employees will be engaged as annualised salaried employees and will be paid the rate of pay for the appropriate skill level as set out in Section D of Table 1 of Part D, Monetary Rates. Further terms of engagement for annualised salaried employees are set out in subclause 5(e) of this Part - Overtime and Time Off In Lieu.

Permanent annualised part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Section D of Table 1 of Part D.

- b. Permanent weekly part-time employees will be engaged to work flexible hours and rosters to meet the needs of the business as agreed in advance between the IRSVA and the employee concerned, provided that such lesser hours be no fewer than 80 per month or 4 per shifts.

Part-time employees will be paid pro-rata the rate for the appropriate skill level as set out in Table 1 of Part D Monetary Rates.

The provisions of subclause (b) of this clause will apply to part-time employees in addition to the other provisions of this award, with the exception that sick leave, annual leave loading and family leave will be allowed on a pro-rata basis.

- c. Probationary Period: Notwithstanding anything elsewhere contained in this Clause, and Clause 3, Termination of Employment, of this Part, a maximum of the first three (3) months of permanent employment will be on a trial basis and may be terminated by at least two (2) days notice is not given during this period the payment or forfeiture of two days wages, depending upon when the termination is effected, will be applied. The length of the probationary period will be specified in a new employee's Letter of Appointment.
- d. Casual employees will be employed by the hour and will be employed for a minimum three (3) hours per engagement, for commercial events and two (2) hours for community and not for profit functions relating to the hire of the IRSVA's facilities.
- e. The IRSVA may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, provided that such duties are not designed to promote de-skilling.
- f. Despite any other provision of this Award, the IRSVA is not required to pay wages to any employee for any day on which that employee cannot be usefully employed because of:
- (i) Any strike.

2. Classifications

- a. Employees shall perform all duties required by the IRSVA within their skill and competence, to ensure the elimination of demarcation barriers preventing an employee from performing the whole job. At times, these duties may require an employee to perform tasks incidental to their normal activities in order to ensure events are staged in the most cost-efficient manner possible.
- b. Subject to (a) above, employees engaged by the week shall be advised in writing of their employment relating to the following classification structure:

LEVEL 1

Shall be an employee with no qualifications or relevant industry experience, who performs duties of a routine nature, requiring the use of minimal judgement and direct supervision.

Such an employee shall be undertaking either on-the-job or off-the-job structured training relevant to the enterprises' needs.

A Level 1 employee will perform the work of a Level 2 but under direct supervision. The maximum period of employment for an employee as a Level 1 employee shall be 380 hours.

Provided that an employee who hasn't demonstrably reached the standard of performance required by the IRSVA justifying progression to Level 2, shall be counselled and provided the appropriate additional training and be allowed the opportunity to achieve the standard required for a period of a maximum of four (4) additional weeks, prior to a further review of their performance. After such additional period the employment of the individual shall either be terminated or they shall be reclassified to a higher level or offered an alternative position.

LEVEL 2

Shall be an employee who has completed some structured training relevant and/or experience to the operational needs of the IRSVA, and who is continuing such training, or has recognised industry experience appropriate to the IRSVAs' needs.

A Level 2 employee shall, in addition to the skills of a Level 1 operative be able to perform a majority of the following:

Assist with the on-the-job training of Level 1 employees, to a limited degree;

Exercise intermediate keyboard skills with instructions;

Demonstrated ability to work from instructions or procedures;

Have a demonstrated understanding of general office, or box office, or cash control or staging or stadium procedures;

Demonstrated customer service skills;

Able to work effectively as a member of a small team under general technical, trade or administrative supervision;

Demonstrated knowledge of occupational health and safety requirements relating to the operation of Public Venues

Knowledge of safe handling procedures in regards to tools and chemicals

Indicative tasks for Level 2 shall include but not be limited to:

Events Staff	Grounds, Building and Technical Staff	Administration and Client Support
Usher Crowd control, which does not require a security licence. General Attendant Ticket Seller Customer Service Assistant Sales Assistant	Labourer Cleaner General Grounds Assistant Trades Assistant Stage Hand Driver	General Receptionist Basic Clerical duties Maintenance of simple records Basic Client Liaison

LEVEL 3

Shall be an employee who has completed structured training and/or experience recognised by the IRSVA as relevant and appropriate to perform within the scope of this Level or has industrial experience appropriate to the IRSVA's needs.

An employee at this Level shall assist with the training and development of staff at Levels 1 and 2.

An employee at this Level shall exercise discretion within one's own level of skill and training, whilst taking responsibility for the quality of one's own work (subject to routine supervision). A person at this level shall also be a person who typically holds a trade or equivalent qualification and/or experience.

Indicative tasks at this level would include:

Events Staff	Grounds, Building And Technical Staff	Administration And Client Support
Can perform function of Level 2 but in addition includes: Supervisors of Ushers/crowd control	Can perform function of Level 2 but in addition includes: Trades - Groundsmen Trades - Technicians Cleaner	Can perform function of Level 2 but in addition includes: Client Services Officer Non qualified Bookkeeper Bookings Clerk Personal Assistant

LEVEL 4

Shall be an employee who is engaged in supervising, training and co-ordinating staff and who is responsible for the maintenance of service and operational standards across a mixed trade team.

Indicative tasks and competencies for a Level 4 employee would include;

Events Staff	Grounds, Building and Technical Staff	Administration and Client Support
	Typical work at this level includes: Maintenance Supervisor Operations Supervisor Technical Supervisor Ground Supervisor	Typical work at this level includes: Bookkeeper

LEVEL 5

Shall be an employee who is a holder of a post trade qualification or technical qualification relevant to the IRSVA's operations or will have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience.

A Level 5 employee will be directly responsible to the Executive Management for the operation and policy development relating to a discreet workforce or site.

Indicative tasks and competencies for a Level 5 employee would include;

Events Staff	Grounds, Building and Technical Staff	Administration and Client Support
	Typical work at this level includes: Operations Coordinator	Typical work at this level includes: IT/Systems Coordinator Accounts Officer

- c. Progression to succeeding levels within the above structure will be dependant on a demonstrated capacity to perform the functions required and availability of a vacant position.

3. Termination of Employment

- a. Employment may be terminated by either the IRSVA or the employee at any time during the week by the giving of the following notice (except as provided by subclause (c) of Clause 1 Terms of Engagement of this Part, and subclause (f) of this Clause:

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

Plus one extra week for employees over 45 years of age with not less than two years continuous service (except in the case of an employee giving notice).

- b. An employee who fails to give the appropriate notice may have moneys withheld to the equivalent of the notice period required, and not given.
- c. The IRSVA will not terminate an employee's employment for reasons related to the employee's conduct, performance, malingering or inefficiency, unless the employee has been given the opportunity to defend himself or herself against the allegations made or the IRSVA could not reasonably be expected to give the employee that opportunity, in accordance with the disciplinary procedure contained in clause 24 of Part A.
- d. An employee who has been given notice will be allowed up to one day as time off without loss of pay (at a time convenient to the IRSVA) for the purpose of seeking another job.
- e. Following a request from the terminated employee, the IRSVA will provide a written statement of the period of employment and the type of work performed.
- f. The IRSVA may dismiss any employee without notice for neglect of duty or misconduct. In such case the employee will be paid only up to the time of dismissal.
- g. The employment of a casual employee may be terminated by either the IRSVA or the employee without the giving of notice. However, the IRSVA will pay wages for the minimum period as set out in subclause (d) of Clause 7 Part A, Terms of Engagement, providing the employee works for the remainder of the minimum period if required to do so.

4. Hours of Work

The ordinary hours of work can be rostered Monday to Sunday, inclusive, subject to the following:

- a. Hours of Work (Permanent Employees)

To suit the needs of the enterprise, ordinary hours will be worked on a rostered basis over a fortnightly period with the following limitations;

- (i) A maximum of 76 ordinary hours will be worked in any one fortnightly period.
- (ii) A maximum of 10 ordinary hours will be worked in any 24 hours period.
- b. The ordinary hours will be rostered to give employees four clear days off in 14, and, at least two lots of consecutive days off in 28.

- c. Rosters (Permanent Employees)
- (i) Rosters will be provided at least seven days in advance, unless such changes are mutually agreed. Roster changes given with less than seven days notice will incur a penalty of 50 per cent of the appropriate skill level rate to be applied to any shifts worked for which less than seven days notice has been given.
 - (ii) If a changed roster is advised with less than seven days but more than 48 hours notice, it will be obligatory for employees to work the roster. If notice is less than 48 hours it will be optional for the employees to work the roster.
- d. Rosters (Casual Employees)

Casuals will be rostered to meet the requirement of the enterprise. Should a casual be advised of a cancellation or shortening of roster with less than four (4) hours notice they shall be paid for half of the number of hours rostered originally.

5. Overtime and Time Off in Lieu

- a. Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a weekly full-time or part-time employee engaged under the provisions of Section A of Part D, in the following circumstances:
- (i) For all hours worked in excess of 10 per shift
 - (ii) For all hours worked in excess of 76 in a fourteen day cycle
- b. Overtime based on the payment of time and one half for the first two hours and double time thereafter for work on other than Public Holiday shall be paid to a casual employee engaged under the provisions of Section B of Part D, for all hours worked in excess of 10 per shift.
- c. An employee who has worked between midnight and 6:00am (and has commenced work before 5:00am), will be provided with a meal by the IRSVA or be paid the amount as set out in Item 2 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, for each meal break occurring before finishing time.
- d. Weekly employees may take time off in lieu of overtime payments as agreed between the employee and employer. Such time off shall be taken at the ordinary time rate, that is an hour for each hour worked.
- e. Notwithstanding subclauses a, b, and c of this Clause, employees engaged as annualised salaried employees shall work hours and rosters to meet the needs of the business subject to the following:
- (i) Employees can work up to 20 hours per twenty eight (28) day cycle in excess of 152 hours without the payment of overtime or time off in lieu. The number of hours worked by part-time annualised employees without the payment of overtime or time off in lieu will be based on their normal working week hours eg. an employee working 3/5 of a normal 38 hour working week can work up to 3/5 of 20 hours per twenty eight (28) day cycle without the payment of overtime or time off in lieu.
 - (ii) All hours worked in excess of 172 hours per twenty eight (28) day cycle (or pro-rata hours for part-time annualised employees) shall be accrued as time off in lieu, at overtime rates, and taken at a time and date agreed between the employer and the employee
 - (iii) 'Overtime rates' in above subclause e (ii) are defined as time and one half (1½) for the first two hours worked, and double (2) time thereafter, during each shift worked
 - (iv) The calculation of time 'worked' during each twenty eight (28) day cycle includes hours away from the work place on public holidays, annual leave and sick leave

- (v) It is agreed by the parties that the annualised salaried employees shall receive a 10 hour break between shifts wherever possible
- f. The employer shall monitor the hours of work of employees so that no employee works excessive hours which might contribute to an occupational health and safety problem for the employee concerned, other staff or patrons of the IRSVA.

6. Meal Breaks and Allowances

- a. Employees who are required to work through a meal break will be paid at the rate of double time for the period when the meal break would have been taken.
- b. All employees will be allowed a paid refreshment break of ten minutes, to be taken at the place of work and at a time to suit the needs of the enterprise.

7. First-Aid Allowance

An employee who holds and appropriate first-aid certificate and who is appointed by the IRSVA to perform first-aid duties, in addition to ordinary work, will be paid an allowance per day as set out in Item 3 of Table 3 - Other Rates and Allowances, of Part D, Monetary Rates, in addition to the wage rate as set out in Table 1 - Rates of Pay, of the said Part D.

8. Public Holidays

- a. The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day, Union Picnic Day (being the first Tuesday after Easter) or any proclaimed days in lieu thereof throughout the State shall be holidays without deduction from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the above mentioned holidays may be substituted for another day/s off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday/s or adjacent to a period of annual leave.

Part-time employees are entitled to paid absence on a public holiday only when the public holiday falls on a day that is regularly worked by the employee (working days as defined in the part-time employee's employment agreement). When a public holiday falls on a non-working day, the part-time employee is not entitled to paid absence.

- b. Entitlement to paid absence on the Union Picnic Day shall only apply to weekly and annualised employees who are members of the Union.
- c. Any full-time or part-time employee who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double time and one half for each hour worked on the public holiday. Casual employees shall receive double time and a half based on the ordinary hourly rate for the appropriate weekly classification.
- d. Where the Picnic Day referred to in subclause (b) of this Clause falls on a bump-in, bump-out or an event day, the employer shall organise an alternative union picnic day at a time agreeable between management and the workplace union representatives.

9. Uniforms and Protective Clothing

- a. Where employees are required to wear a branded uniform they will provided free of charge.
- b. Where items of clothing referred to in sub-clause (a) are required to be cleaned and maintained by the employee the provisions of Part D Table 3, herein, shall apply.

- c. The IRSVA commits to providing appropriate protective clothing for employees as is deemed necessary to provide a safe working environment for Trust employees
- d. The IRSVA shall have the right to determine a dress or uniform code for all employees covered by this award, which may include a particular style and colour of dress, which is practical to the working environment, such items shall be provided by the employee.
- e. All uniform items, protective clothing and other tools provided by the IRSVA shall remain the property of the IRSVA and shall, upon demand be returned to the IRSVA in reasonable conditions. Upon termination, monies owed to the employee may be withheld until such time as this sub-clause is complied with by the employee.

10. Multi-Hiring

Employees may be separately engaged as casual employees (whether they hold weekly positions or not) for duties in a separate section of the IRSVA's operations covered by this award from that in which the employee engages in their ordinary employment. For the purpose of this clause a "section" shall mean a discrete work location other than the employee's usual work location, or alternatively, may mean a discrete set of duties other than the employee's usual duties, provided such duties are not wholly or substantially performed in the employee's usual work location, and shall not apply to work where overtime would normally be performed.

The arrangements entered into under this clause shall be mutually agreed and recorded in writing at the time.

11. Traineeships

- a. This clause applies only to persons employed in a traineeship which has been registered with the Relevant NSW Training Authority.
- b. Definitions
 - (i) A "traineeship" is a program of training comprising structured training with an employer, and it will include training conducted by a Registered Training Organisation that has been approved by the Vocational Education Training Accreditation Board. For the purposes of the traineeship, structured training shall mean formal instruction and closely supervised practice directly related to that instruction that is undertaken according to the provisions of the training agreement.
 - (ii) A "training agreement" means an agreement between an employer and a trainee for registered training and employment which is approved by the Relevant NSW Training Authority.
 - (iii) A "trainee" is an employee undertaking a traineeship who is bound by a training agreement.
 - (iv) "Relevant NSW Training Authority" means the Department of Education and Training or its successor organisation.
- c. Training Conditions

A trainee undertaking a traineeship shall be engaged as a full time employee for a traineeship of a nominal period of one year or as approved by the Relevant NSW Training Authority, provided that the trainee shall be subject to a satisfactory probation period of up to one month.
- d. All Trainees
 - (i) The time spent off the job at training shall be allowed without loss of continuity of employment.
 - (ii) Where employment of a trainee by an employer is continued after completion of the traineeship period, the traineeship period shall be counted as service for all award and statutory entitlements where consistent with relevant legislation.

- (iii) For the purposes of the *Long Service Leave Act 1955*, where an employee has entered into a contract of employment with an employer within a 12 month period after the completion of the traineeship with the employer, the period of the employee's traineeship with the employer shall be taken into account for the purposes of ascertaining the period of service of the employee with that employer under that contract of employment.
 - (iv) Preference in continuation of employment shall be given to trainees, where possible, should vacancies occur at the conclusion of the training period.
 - (v) The provisions of the *Workplace Injury Management and Workers Compensation Act 1998*, and the *Occupational Health and Safety Act 2000*, shall apply to trainees.
 - (vi) It is acknowledged by the parties to this award that the purpose of the relevant traineeships is to create education and career opportunities for persons who would otherwise be unemployed, and to that extent the traineeship systems will not be utilised by employers as a means of displacing existing regular employees, whether full time, part time or casual.
 - (vii) The employer shall ensure that the trainee is permitted to attend prescribed off the job training and is provided with on the job training approved by the Relevant State Training Authority.
 - (viii) The union shall be afforded reasonable access to trainees and the trainees' records, consistent with the *Industrial Relations Act 1996*.
- e. Wages
- (i) Trainees will be paid the weekly rate of pay for the appropriate year of schooling completed as set out in Table 4 - Trainee Rates of Part D, Monetary Rates.

PART C

MANAGEMENT STAFF

1. Engagement

Management staff shall be engaged as either permanent employees or as fixed-term employees for a period of up to three years.

2. Duties and Responsibilities

- a. The employee shall:
 - (i) satisfactorily carry out the duties and responsibilities set out in the position description as provided to the employee upon commencement in that position;
 - (ii) take all necessary steps to meet the Performance Management Plan that will be established between the General manager and the employee as varied annually;
 - (iii) promote the best interests of the IRSVA; and
 - (iv) perform all duties imposed by law.
- b. The employee will assist the General Manager in the implementation of decisions and policies of the IRSVA.
- c. It is accepted that the duties and responsibilities set out in the position description may vary from time to time, by agreement, in writing, between the IRSVA and the employee.

- d. In addition, notwithstanding subclause 2(a) of this Part, if one of the Management Team leaves, or the business of the IRSVA changes significantly, the IRSVA reserves the right to vary the duties and responsibilities set out in the position description following consultation with the employee.
- e. Employees agree that employment is subject to a Code of Conduct that is based on a need for accountable, honest and responsible behaviour.

3. Performance Review

- a. The General Manager of the IRSVA and the employee shall review the Performance Management Plan regularly.
- b. The performance agreement shall set realistic strategic objectives and performance measures consistent with the duties and responsibilities set out in the position description.
- c. The employee will take an active role in the preparation of the IRSVA's Annual Budget and the IRSVA's Annual Business Plan from which the performance measures will be considered.
- d. Performance shall be monitored and reported formally on a six-monthly basis.
- e. The General Manager of the IRSVA will give the employee appropriate feedback on the standard of the employee's performance.

4. Remuneration

- a. The employee shall be paid a salary in accordance with the employee's relevant level, as detailed in the letter of appointment and the position description, and within the salary range as set out in Table 2 of Part D Monetary Rates.
- b. The salary paid under sub-clause 4(a) is compensation for all hours worked, including work on public holidays and weekends.
- c. Superannuation shall be based on the employee's salary, excluding the provision of a motor vehicle.

5. Provision of a Vehicle

- a. An employee may be provided with a vehicle as part of their employment.
- b. Where a vehicle is supplied in accordance with this clause it shall be a fully maintained vehicle for private use and business use (to a standard agreed and approved by the IRSVA), with fuel supplied, except when the employee uses the vehicle when on leave.
- c. The IRSVA agrees to pay any liabilities involved in Fringe Benefits Tax through the provision of the motor vehicle.

6. Termination

- a. Where an employee is to be terminated, the following notice period shall apply.
 - (i) By the employee giving two (2) months notice, with the General Manager authorised to approve a shorter period (of up to a minimum of one (1) month) with the employee, if considered essential.
 - (ii) By the IRSVA with one (1) month's notice in writing or by the payment of one (1) month's pay in lieu of notice by the IRSVA, where the employee does not meet the duties and responsibilities as specified in Clause 2 Duties and Responsibilities of this Part.
 - (iii) By the IRSVA, without notice, if the employee commits any act that could entitle the IRSVA to summarily dismiss the employee including:

- i. any serious or persistent breach of any conditions of employment
 - ii. grave misconduct including dishonesty or fraud in the discharge of the employee's duties to the IRSVA
 - iii. wilful neglect or disobedience in the discharge of the employee's duties to the IRSVA
 - iv. conviction of an offence precluding or inhibiting the further performance of duties under the employee's contract.
- (iv) By the IRSVA if satisfied that the employee is permanently incapacitated as a consequence of injury or illness and is unable to continue to perform the duties of the position. A termination under this clause shall constitute a medical retirement and the IRSVA may consider appropriate financial retirement arrangements.
- b. Upon termination of employment, the employee shall immediately return all property of the IRSVA to the IRSVA.
 - c. The provisions of Clause 21 Introduction of Change of Part A and Clause 22 Redundancy of Part A apply, notwithstanding the provisions of this Clause.

7. Hours of Work

- a. The employee acknowledges that this is a senior managerial role and that the hours of work performed will be such as to meet the needs of the organisation, the duties and responsibilities and may include evening and weekend activity.
- b. Employees agree to devote the whole of their time and attention during working hours, and such other time as may be deemed reasonably necessary, to the business of the IRSVA.

8. Confidentiality

- a. Confidentiality in respect to the IRSVA's affairs must be appropriately maintained at all times. The employee must not use any property, information or knowledge of the IRSVA in a manner that would not be in the best interest of the IRSVA.
- b. Any intellectual property invented or created by the employee as a result of his/her employment under this contract shall remain the property of the IRSVA, unless agreed in writing between the parties to this Award.

9. Professional Indemnity

The IRSVA will indemnify the employee against any loss or claim made by a third party or cause of action of any kind arising out of their employment, provided the employee acted honestly, diligently and in good faith.

10. Resources

The IRSVA shall ensure that resources and personnel as identified at the time of appointment or as varied by agreement between the IRSVA and the employee, are available to the employee to enable him/her to adequately perform the duties and responsibilities outlined in the position description.

These resources may include the provision of a mobile phone.

11. Professional Development

It is agreed that it is the responsibility of the employee to keep informed of developments in the profession and to develop professional knowledge and ability in accordance with current management theories.

Where in pursuance of these aims, the employee is granted permission by the IRSVA to attend a conference, seminar, short term study course or the like, the IRSVA shall meet all associated costs and shall continue payment of full salary and benefits to the employee.

12. Expenses

The employee is entitled to be reimbursed those expenses legitimately and reasonably incurred in conducting and managing the arrangements of the Venues and a part of the duties outlined in the employee's position description.

PART D

Weekly Rates of Pay

TABLE 1

General Staff

Section A - Permanent Employees

- Weekly rate of pay for a week not exceeding 38 ordinary hours.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Ordinary Weekly Rate 13 September 2008 \$	Ordinary Weekly Rate 13 September 2009 +4% \$	Ordinary Weekly Rate 13 September 2010 +4% \$
Level 1	1	612.79	637.30	662.79
Level 2	1	637.56	663.06	689.58
	2	645.38	671.20	698.04
	3	670.15	696.96	724.83
Level 3	1	685.80	713.23	741.76
	2	704.05	732.21	761.50
	3	736.65	766.12	796.76
Level 4	1	748.38	778.32	809.45
	2	775.76	806.79	839.06
	3	808.36	840.69	874.32
	4	896.66	932.53	969.83
	5	984.96	1,024.36	1,065.33
Level 5	1	1,069.12	1,111.88	1,156.36
	2	1,173.42	1,220.36	1,269.17
	3	1,264.69	1,315.28	1,367.89
	4	1,391.16	1,446.80	1,504.67
	5	1,530.27	1,591.48	1,655.14

- Employees engaged under Section A1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section B - Casual Employees

- Casual Hourly Rates for Employees engaged on all occasions except for Public Holidays

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	Per Hour 13 September 2008	Per Hour 13 September 2009 +4%	Per Hour 13 September 2010 +4%
Level 1	1	20.16	20.97	21.81
Level 2	1	20.97	21.81	22.68
	2	21.23	22.08	22.96
	3	22.04	22.92	23.84
Level 3	1	22.56	23.46	24.40
	2	23.16	24.09	25.05
	3	24.23	25.20	26.21
Level 4	1	24.62	25.60	26.63
	2	25.52	26.54	27.60
	3	26.59	27.65	28.76

2. Casual employees engaged under Section B1 above shall be paid the hourly rate at the Steps in each Level upon the accumulation of ordinary hours worked over time at the site. As described in clause 7 (b) herein, the maximum period of employment at Level 1 shall be 380 hours. In the succeeding Levels 2 through 3, progression to each Step will occur at the accumulation of 800 hours per Step for all employees, except ushers. Ushers shall progress to each Step after working 380 hours per Step.
3. Employees engaged under Section B1, above shall be paid 1.125 times the appropriate ordinary hourly rate for each hour, or part thereof, worked between the hours of midnight and 6am on all days, excepting Public Holidays as described in clause 20 (a) herein.

Section C - Junior Rates

- (a) Employees engaged as weekly employees or as casuals under the provisions of Section A or Section B, above, who are less than 18 years of age shall be paid according to the following scale:

Under 17 years of age - 80% of the appropriate rate.

Under 18 years but more than 17 years - 90% in the appropriate rate.

18 years and older - 100% of the appropriate rate.

- (b) Provided that the scale contained in (a) above relates to employees engaged at Levels 1 and 2, performing functions other than cleaning and labouring as defined in clause 7, here-in.

Section D - Annualised Salaried Employees

Employees engaged under annualised salary packages for all incidents or work under this award.

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Classification	Step	\$ per Annum 13 September 2008 \$	\$ per Annum 13 September 2009 +4% \$	\$ per Annum 13 September 2010 +4% \$
Level 1	1	-		
Level 2	1	41,860.79	43,535.22	45,276.63
	2	42,374.42	44,069.40	45,832.17
	3	44,000.91	45,760.95	47,591.38
Level 3	1	45,028.17	46,829.30	48,702.47
	2	46,226.64	48,075.71	49,998.73
	3	48,366.76	50,301.43	52,313.49

Level 4	1	49,137.21	51,102.70	53,146.81
	2	50,934.91	52,972.31	55,091.20
	3	53,075.03	55,198.03	57,405.95
Level 5	1	70,196.01	73,003.85	75,924.00
	2	77,044.40	80,126.18	83,331.22
	3	83,036.74	86,358.21	89,812.54

TABLE 2**Management Staff**

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

Level	Pay Point	13 September 2009	13 September 2010
3	Maximum	147,800	153,712
	Minimum	120,000	124,800
2	Maximum	113,500	118,040
	Minimum	100,000	104,000
1	Maximum	96,600	100,464
	Minimum	90,000	93,600

TABLE 3**Other Rates and Allowances**

Increases are effective from the beginning of the first pay period to commence on or after the dates in the column headings

	ALLOWANCE	13 September 2008		13 September 2009 +4%		13 September 2010 +4%	
		Amount \$	For casuals	Amount \$	For casuals	Amount \$	For casuals
1	Laundry Allowance	12.86 per week	1.18 per shift	13.37 per week	1.23 per shift	13.91 per week	1.28 per shift
2	Meal Allowance	9.36	-	9.73	-	10.12	-
3	First-aid Allowance	2.41 per shift	-	2.51 per shift	-	2.61 per shift	-
4	Offensive Matter Cleaning Allowance	3.00 per day	3.00 per shift	3.12 per day	3.12 per shift	3.25 per day	3.25 per shift
5	Leading Hand Allowance In charge of: 3 to 10 employees	30.40 per week	1.00 per hour	31.62 per week	1.04 per hour	32.89 per week	1.08 per hour
	11 to 20 employees	38.00 per week	1.25 per hour	39.52 per week	1.30 per hour	41.10 per week	1.35 per hour
	More than 20 employees	45.60 per week	1.50 per hour	47.42 per week	1.56 per hour	49.32 per week	1.62 per hour

TABLE 4**Trainee Rates**

Trainee weekly rate of pay* for a week not exceeding 38 ordinary hours

Highest Year of Schooling Completed	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years	504.00	504.00	504.00

* Above rates are from the Training Wage (State) Award (1614) Industry Skill Level A - State Wage Case 2008, effective from the first full pay period commencing after 4 October 2008. Rates will be adjusted in line with future Training Wage (State) Award increases.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

MARITIME AUTHORITY OF NEW SOUTH WALES AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Seamen's Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2037 of 2009)

Before Commissioner Bishop

23 December 2009

VARIATION

1. Delete Part B - Salary Rates of the award published 15 February 2008 (364 I.G. 1327) and insert in lieu thereof the following:

PART B**SALARY RATES****Annual Salary Rate****Salaries and Allowances Effective 23 December 2009**

Maritime Officer Level	Salary Rates 23 December 2009
	\$
2	38,960
3	45,067
4	47,144
5	50,162
6	52,949
7	56,848
8	59,478
9	63,863
10	66,828
11	71,764
12	75,095
13	80,650
14	84,395
15	90,644
16	94,862
17	101,885
18	105,741
19	109,683

Annualised Salary Rates 23 December 2009	
5A	65,296
7A	71,532
7AA	69,478
10A	81,512
10AA	81,717
11A	86,447
12A	89,780
13A	89,574

15A	105,328
16A	110,088
17A	112,959
17AA	117,111
18A	116,814

Ministry Officer Levels	
Grade	Salary Rates 23 December 2009 \$
4	48,969
5	52,571
6	55,001
7	59,054
8	61,789
9	66,346
10	69,427
11	74,560
12	78,023
13	83,796
14	87,692
15	94,187
16	98,567
17	105,869
17A	116,942
18	109,880
18A	120,953

Personal Salaries	
Grade	Salary rates 23 December 2009 \$
3.1	46,452
4.1	47,842
5.1	51,390
5.2	52,173
7.1	58,602
8.1	60,356
8.2	62,107
9.1	64,849
9.2	65,840
11.1	72,874
13.1	81,899
16.1	96,263
17.1	102,907

Senior Maritime Officer - 23 December 2009	
SMO 1	
Level 1	115,001
Level 2	123,836
SMO 2	
Level 1	125,913
Level 2	134,718

SMO 3	
Level 1	139,192
Level 2	152,690

2. Delete Appendix 2 Salary Classifications, and insert in lieu thereof the following:

APPENDIX 2

SALARY CLASSIFICATIONS

As at 30 June 2007

Level	Salary \$	Job Title
MA 1	35,695	
MA 2	38,960	
MA 3	45,067	Administration Assistant Customer Service Officer (Entry Level) Casual Marina Attendants
MA 4	47,144	Customer Service Officer
MA 5	50,612	Records/Procurement Officer Receptionist/Administration Officer Courier and Records Officer Marina Receptionist/Administration Officer Administration Officer Customer Service Officer Casual Bus Driver
MA 6	52,949	Legal Clerk Accounts Payable/Receivable Officer Customer Service Officer
MO 6	55,000	Casual Pilot Casual Deckhand
MA 7	56,848	Divisional Administration Coordinator Customer Service Specialist Accounts Receivable Officer Executive Assistant Administration Officer Capital Works Employee Services Support Officer Help Desk Operator
MO 7	59,053	Records Administration Officer
MA 7AA	69,478	Environmental Services Officer
MA 8	59,478	Ministerial and Executive Support Officer Media Project Officer Executive Assistant Office Manager Commercial Vessels Coordinator Trim Project Officer Accounts Payable Officer Accounts Receivable Officer Fixed Assets Officer Systems Testing Technician Survey Officer
MO 8	61,790	Port Services Officer
MA 9	63,863	Research Officer Senior Legal Clerk Customer Service Coordinator Sydney Region Planning Coordinator

		Client Services Team Leader Team Leader- Records Supply Coordinator Property Analyst
		Drafting Officer Executive Coordinator Office Manager
MA 10	66,828	Personal Assistant to the Chief Executive Ministerial and Correspondence Officer Regional Coordinator Business Coordinator Maintenance Engineer Employee Services Officer Computing Support Officer PC LAN Support
MA 10A	81,512	Boating Services Officer River Keeper
MA 10AA	81,717	Team Leader Environmental Services
MA 11	71,764	Project Officer Team Leader Customer Service Marine Examination Officer Accounts Payable Supervisor Fixed Assets Accountant Accounting Officer Budgets and Projects GIS Administration Senior Drafting Officer GIS Developer
MA 11A	86,448	Boating Services Officer
MA 12	75,095	SAP Administrator Property and Development Officer GIS Project Officer GLS Project Officer
MA 12A	89,780	Marine Investigator Senior Boating Services Officer
MA 13	80,650	Senior Media Officer Environmental Services Manager Policy Officer Operations Planning Officer Policy Officer Special Events Manager Business and Technical Support Officer Senior Marine Certification Officer Learning and Development Officer Senior Employee Services Officer Treasury Reporting Accountant Unix Systems Administrator Technician Surveyor Development Approvals Coordinator Assessments Officer
MA 13A	89,574	Botany Bay/Port hacking Operations Manager

MA 14	84,395	Solicitor Solicitor Prosecutions and General Quality Development Officer Ship Surveyor Naval Architect SMS Auditor HR Policy and Projects Officer OH&S and Workers Compensation Manager Financial Accountant System Support Manager
		Team leader PC/LAN Support Commercial Property Officer Senior Policy Officer MPD Project Engineer Policy and Projects Officer
MO 14	87,692	Project Planner Environmental Planner Environmental Officer
MA 14A	99,080	Operations Supervisor Sydney Harbour
MA 15	90,644	Ministerial and Parliamentary Officer Solicitor Compliance and General Corporate Planner Risk Manager Financial Systems Accountant
		Management Accountant Spatial Information Manager Senior Policy Officer Marine Certification Manager Wharf Assessment and Audit Projects Engineer Marine Infrastructure Program Manager Accommodation Manager
MO 15	94,187	Project Officer
MA 16	94,862	Ministerial and Executive Unit Manager Senior Solicitor Civil and Administration Senior Solicitor Compliance Maritime Security Officer Shipping Safety Officer Senior Surveyor (Technical) Learning and Development Manager Property Manager Commercial Property Manager Senior Assessments Engineer Senior Environmental Planner Property Assets Manager Business Solutions Manager
MA 16A	110,088	Regional Manager
MA 17	101,885	Principal Port and Maritime Analyst Manager Survey Principal Policy Officer
MO 17A	116,942	General Counsel MPD Business Analyst

MA 17A	112,959	Manager Public Affairs Manager Marine Environment and Protection Manager Maritime Incident Investigation Principal Policy Officer Manager Policy and Projects Manager Asset Services Manager Wharf Safety Audit Manager Finance Manager Information Technology Manager Survey and Spatial Manager Property Administration Principal Engineer
MA 18	105,741	
MA 18A	116,815	Manager Office of the Chief Executive Manager Shipping Safety and Port Coordination Manager Port and Maritime Policy Manager Commercial Operations Manager Employee Relations Manager Property Planning Manager Business Improvement and Development
MO 18A	120,953	Manager Ports and Projects
MA 18AA		Regional Manager
SO 1	115,001	General Counsel

3. Paragraphs 1 and 2 of this variation shall take effect on and from the first full pay period on or after 23 December 2009.
4. Delete Part B - Salary Rates and insert in lieu thereof the following:

PART B

SALARY RATES

Annual Salary Rate

Salaries and Allowances Effective 23 June 2010

Maritime Officer Level	Salary Rates 23 June 2010 \$
2	40,158
3	46,870
4	49,030
5	52,636
6	55,067
7	59,122
8	61,857
9	66,418
10	69,501
11	74,635
12	78,099
13	83,876
14	87,771
15	94,270
16	98,656
17	105,960
18	109,971
19	114,070

Annualised Salary Rates 23 June 2010	
5A	67,908
7A	74,393
7AA	72,257
10A	84,772
10AA	84,986
11A	89,905
12A	93,371
13A	93,157
15A	109,541
16A	114,492
17A	117,477
17AA	121,795
18A	121,487

Ministry Officer Levels	
Grade	Salary Rates 23 June 2010 \$
4	50,928
5	54,674
6	57,201
7	61,416
8	64,261
9	69,000
10	72,204
11	77,542
12	81,144
13	87,148
14	91,200
15	97,954
16	102,510
17	110,104
17A	121,620
18	114,275
18A	125,791

Personal Salaries	
Grade	Salary rates 23 June 2010 \$
3.1	48,310
4.1	49,756
5.1	53,446
5.2	54,260
7.1	60,946
8.1	62,770
8.2	64,591
9.1	67,443
9.2	68,474
11.1	75,789
13.1	85,175
16.1	100,114
17.1	107,023

Senior Maritime Officer - 23 June 2010	
SMO 1	
Level 1	\$119,601
Level 2	\$128,789
SMO 2	
Level 1	\$130,950
Level 2	\$140,107
SMO 3	
Level 1	\$144,760
Level 2	\$158,798

5. Delete Appendix 2 Salary Classifications, and insert in lieu thereof the following:

APPENDIX 2

SALARY CLASSIFICATIONS

As at 23 June 2010

Level	Salary \$	Job Title
MA 1	37,123	
MA 2	40,518	
MA 3	46,870	Administration Assistant Customer Service Officer (Entry Level) Casual Marina Attendants
MA 4	49,030	Customer Service Officer
MA 5	52,636	Records/Procurement Officer Receptionist/Administration Officer Courier and Records Officer Marina Receptionist/Administration Officer Administration Officer Customer Service Officer Casual Bus Driver
MA 6	55,067	Legal Clerk Accounts Payable/Receivable Officer Customer Service Officer
MO 6	57,200	Casual Pilot Casual Deckhand
MA 7	59,122	Divisional Administration Coordinator Customer Service Specialist Accounts Receivable Officer Executive Assistant Administration Officer Capital Works Employee Services Support Officer Help Desk Operator
MO 7	61,415	Records Administration Officer
MA 7AA	72,257	Environmental Services Officer
MA 8	61,857	Ministerial and Executive Support Officer Media Project Officer Executive Assistant Office Manager Commercial Vessels Coordinator Trim Project Officer Accounts Payable Officer

		Accounts Receivable Officer Fixed Assets Officer Systems Testing Technician Survey Officer
MO 8	64,262	Port Services Officer
MA 9	66,418	Research Officer Senior Legal Clerk Customer Service Coordinator Sydney Region Planning Coordinator Client Services Team Leader Team Leader- Records Supply Coordinator
		Property Analyst Drafting Officer Executive Coordinator Office Manager
MA 10	69,501	Personal Assistant to the Chief Executive Ministerial and Correspondence Officer Regional Coordinator Business Coordinator Maintenance Engineer Employee Services Officer Computing Support Officer PC LAN Support
MA 10A	84,772	Boating Services Officer River Keeper
MA 10AA	84,986	Team Leader Environmental Services
MA 11	74,635	Project Officer Team Leader Customer Service Marine Examination Officer Accounts Payable Supervisor Fixed Assets Accountant Accounting Officer Budgets and Projects GIS Administration Senior Drafting Officer GIS Developer
MA 11A	89,906	Boating Services Officer
MA 12	78,099	SAP Administrator Property and Development Officer GIS Project Officer GLS Project Officer
MA 12A	93,371	Marine Investigator Senior Boating Services Officer
MA 13	83,876	Senior Media Officer Environmental Services Manager Policy Officer Operations Planning Officer Policy Officer Special Events Manager Business and Technical Support Officer Senior Marine Certification Officer Learning and Development Officer Senior Employee Services Officer Treasury Reporting Accountant Unix Systems Administrator Technician Surveyor Development Approvals Coordinator Assessments Officer

MA 13A	93,157	Botany Bay/Port hacking Operations Manager
MA 14	87,771	Solicitor Solicitor Prosecutions and General Quality Development Officer Ship Surveyor Naval Architect SMS Auditor HR Policy and Projects Officer OH&S and Workers Compensation Manager Financial Accountant System Support Manager
		Team leader PC/LAN Support Commercial Property Officer Senior Policy Officer MPD Project Engineer Policy and Projects Officer
MO 14	91,200	Project Planner Environmental Planner Environmental Officer
MA 14A	103,043	Operations Supervisor Sydney Harbour
MA 15	94,270	Ministerial and Parliamentary Officer Solicitor Compliance and General Corporate Planner Risk Manager Financial Systems Accountant
		Management Accountant Spatial Information Manager Senior Policy Officer Marine Certification Manager Wharf Assessment and Audit Projects Engineer Marine Infrastructure Program Manager Accommodation Manager
MO 15	97,954	Project Officer
MA 16	98,656	Ministerial and Executive Unit Manager Senior Solicitor Civil and Administration Senior Solicitor Compliance Maritime Security Officer Shipping Safety Officer Senior Surveyor (Technical) Learning and Development Manager Property Manager Commercial Property Manager Senior Assessments Engineer Senior Environmental Planner Property Assets Manager Business Solutions Manager
MA 16A	114,492	Regional Manager
MA 17	105,960	Principal Port and Maritime Analyst Manager Survey Principal Policy Officer
MO 17A	121,620	General Counsel MPD Business Analyst
MA 17A	117,477	Manager Public Affairs Manager Marine Environment and Protection Manager Maritime Incident Investigation Principal Policy Officer Manager Policy and Projects Manager Asset Services

		Manager Wharf Safety Audit Manager Finance Manager Information Technology Manager Survey and Spatial Manager Property Administration Principal Engineer
MA 18	109,971	
MA 18A	121,488	Manager Office of the Chief Executive Manager Shipping Safety and Port Coordination Manager Port and Maritime Policy Manager Commercial Operations Manager Employee Relations Manager Property Planning Manager Business Improvement and Development
MO 18A	125,791	Manager Ports and Projects
MA 18AA		Regional Manager
SO 1	119,601	General Counsel

6. Paragraphs 4 and 5 of this variation shall take effect on and from the first full pay period to commence on or after 23 June 2010.
7. Delete Part B - Salary Rates and insert in lieu thereof the following:

PART B

SALARY RATES

Annual Salary Rate

Salaries and Allowances Effective 23 December 2010

Maritime Officer Level	Salary Rates 23 June 2010 \$
2	41,653
3	48,182
4	50,403
5	54,110
6	56,609
7	60,777
8	63,589
9	68,278
10	71,447
11	76,725
12	80,286
13	86,225
14	90,229
15	96,910
16	101,418
17	108,927
18	113,050
19	117,264

Annualised Salary Rates 23 December 2010	
5A	69,809
7A	76,476
7AA	74,280
10A	87,146
10AA	87,366
11A	92,422
12A	95,985
13A	95,765
15A	112,608
16A	117,698
17A	120,766
17AA	125,205
18A	124,889

Ministry Officer Levels	
Grade	Salary Rates 23 December 2010 \$
4	52,354
5	56,205
6	58,803
7	63,136
8	66,060
9	70,932
10	74,226
11	79,713
12	83,416
13	89,588
14	93,754
15	100,697
16	105,380
17	113,187
17A	125,025
18	117,475
18A	129,313

Personal Salaries	
Grade	Salary rates 23 December 2010 \$
3.1	49,663
4.1	51,149
5.1	54,942
5.2	55,779
7.1	62,652
8.1	64,528
8.2	66,400
9.1	69,331
9.2	70,391
11.1	77,911
13.1	87,560
16.1	102,917
17.1	110,020

Senior Maritime Officer - 23 December 2010	
SMO 1	
Level 1	\$122,950
Level 2	\$132,395
SMO 2	
Level 1	\$134,617
Level 2	\$144,030
SMO 3	
Level 1	\$148,813
Level 2	\$163,244

8. Delete Appendix 2 Salary Classifications, and insert in lieu thereof the following:

APPENDIX 2

SALARY CLASSIFICATIONS

As at 23 December 2010

Level	Salary \$	Job Title
MA 1	38,162	
MA 2	41,653	
MA 3	48,182	Administration Assistant Customer Service Officer (Entry Level) Casual Marina Attendants
MA 4	50,403	Customer Service Officer
MA 5	54,110	Records/Procurement Officer Receptionist/Administration Officer Courier and Records Officer Marina Receptionist/Administration Officer Administration Officer Customer Service Officer Casual Bus Driver
MA 6	56,609	Legal Clerk Accounts Payable/Receivable Officer Customer Service Officer
MO 6	58,802	Casual Pilot Casual Deckhand
MA 7	60,777	Divisional Administration Coordinator Customer Service Specialist Accounts Receivable Officer Executive Assistant Administration Officer Capital Works Employee Services Support Officer Help Desk Operator
MO 7	63,135	Records Administration Officer
MA 7AA	74,280	Environmental Services Officer
MA 8	63,589	Ministerial and Executive Support Officer Media Project Officer Executive Assistant Office Manager Commercial Vessels Coordinator Trim Project Officer Accounts Payable Officer Accounts Receivable Officer

		Fixed Assets Officer Systems Testing Technician Survey Officer
MO 8	66,061	Port Services Officer
MA 9	68,278	Research Officer Senior Legal Clerk Customer Service Coordinator Sydney Region Planning Coordinator Client Services Team Leader Team Leader- Records Supply Coordinator Property Analyst Drafting Officer Executive Coordinator Office Manager
MA 10	71,447	Personal Assistant to the Chief Executive Ministerial and Correspondence Officer Regional Coordinator Business Coordinator Maintenance Engineer Employee Services Officer Computing Support Officer PC LAN Support
MA 10A	87,146	Boating Services Officer River Keeper
MA 10AA	87,366	Team Leader Environmental Services
MA 11	76,725	Project Officer Team Leader Customer Service Marine Examination Officer Accounts Payable Supervisor Fixed Assets Accountant Accounting Officer Budgets and Projects GIS Administration Senior Drafting Officer GIS Developer
MA 11A	92,423	Boating Services Officer
MA 12	80,286	SAP Administrator Property and Development Officer GIS Project Officer GLS Project Officer
MA 12A	95,985	Marine Investigator Senior Boating Services Officer
MA 13	86,225	Senior Media Officer Environmental Services Manager Policy Officer Operations Planning Officer Policy Officer Special Events Manager Business and Technical Support Officer Senior Marine Certification Officer Learning and Development Officer Senior Employee Services Officer Treasury Reporting Accountant Unix Systems Administrator Technician Surveyor Development Approvals Coordinator Assessments Officer
MA 13A	95,765	Botany Bay/Port hacking Operations Manager

MA 14	90,229	Solicitor Solicitor Prosecutions and General Quality Development Officer Ship Surveyor Naval Architect SMS Auditor HR Policy and Projects Officer OH&S and Workers Compensation Manager Financial Accountant System Support Manager Team leader PC/LAN Support Commercial Property Officer Senior Policy Officer MPD Project Engineer Policy and Projects Officer
MO 14	93,754	Project Planner Environmental Planner Environmental Officer
MA 14A	105,928	Operations Supervisor Sydney Harbour
MA 15	96,910	Ministerial and Parliamentary Officer Solicitor Compliance and General Corporate Planner Risk Manager Financial Systems Accountant
		Management Accountant Spatial Information Manager Senior Policy Officer Marine Certification Manager Wharf Assessment and Audit Projects Engineer Marine Infrastructure Program Manager Accommodation Manager
MO 15	100,697	Project Officer
MA 16	101,418	Ministerial and Executive Unit Manager Senior Solicitor Civil and Administration Senior Solicitor Compliance Maritime Security Officer Shipping Safety Officer Senior Surveyor (Technical) Learning and Development Manager Property Manager Commercial Property Manager Senior Assessments Engineer Senior Environmental Planner Property Assets Manager Business Solutions Manager
MA 16A	117,698	Regional Manager
MA 17	108,927	Principal Port and Maritime Analyst Manager Survey Principal Policy Officer
MO 17A	125,025	General Counsel MPD Business Analyst
MA 17A	120,766	Manager Public Affairs Manager Marine Environment and Protection Manager Maritime Incident Investigation Principal Policy Officer Manager Policy and Projects Manager Asset Services

		Manager Wharf Safety Audit Manager Finance Manager Information Technology Manager Survey and Spatial Manager Property Administration Principal Engineer
MA 18	113,050	
MA 18A	124,890	Manager Office of the Chief Executive Manager Shipping Safety and Port Coordination Manager Port and Maritime Policy Manager Commercial Operations Manager Employee Relations Manager Property Planning Manager Business Improvement and Development
MO 18A	129,313	Manager Ports and Projects
MA 18AA		Regional Manager
SO 1	122,950	General Counsel

9. Paragraphs 4 and 5 of this variation shall take effect on and from the first full pay period to commence on or after 23 December 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES
INDUSTRIAL AND ASSOCIATED OFFICERS (SECURE
EMPLOYMENT) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 2027 of 2009)

Before Commissioner Bishop

23 December 2009

AWARD

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Commencement Date
3.	Definitions
4.	Application and Coverage
5.	Area, Incidence and Duration
6.	Deduction of Union Membership Fees
7.	Dispute Settlement
8.	Consultation and Technological Change
9.	Salaries and Related Matters
10.	Separation from Service Provisions
11.	Redundancy Provisions
12.	Recognition of Service
13.	Anti-Discrimination
14.	Secure Employment
15.	Existing Entitlements
	Schedule A -Rates of Pay
	Schedule B -Breach of Discipline

1. Title

This award shall be known as the Public Service Association of New South Wales Industrial and Associated Officers (Secure Employment) Award 2009.

2. Commencement Date

This award commences on 23 December 2009.

3. Definitions

3.1 In this award, unless the contrary intention appears:

Act means the *Industrial Relations Act 1996* (NSW).

Agreement has the meaning in the Act.

Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

Award has the meaning in the Act.

Breach of discipline means misconduct, serious misconduct or unsatisfactory services as defined in Schedule B, Breach of Discipline of this Award.

General Secretary means the General Secretary of the Association or a nominee of the General Secretary of the Association.

Supervisor means the immediate supervisor or manager of the area in which an employee is employed or any other employee authorised by the General Secretary to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

Rate of Pay means the applicable substantive rate or the "Higher Duties" rate in instances where the employee has been acting in a higher graded position for 12 months or more.

Trade Union means the Industrial Staff Union.

Union means the Industrial Staff Union.

Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the employee is employed.

Workplace Management means the General Secretary or any other person authorised by the General Secretary to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

4. Application and Coverage

- 4.1 This award was negotiated between the Union and the Association.
- 4.2 The provisions of this award shall apply to the Industrial Staff Union, the Association, and all Industrial Staff employed by the Association including: Principal Industrial Officers; Senior Industrial Officers; Industrial Officers; Organisers; Women's Industrial Officers; Regional Organisers; Senior Communications Officers; Information Officers; Aboriginal Liaison Officers; Training Officers, Occupational Health and Safety Education Officer, Special Project Officers and Welfare Officer.

5. Area, Incidence and Duration

- 5.1 This award rescinds and replaces the Public Service Association of New South Wales Industrial and Associated Employees Leave Award published 28 September 2007 (363 I.G.738) and all variations thereof.
- 5.2 This Award will be operative from the 23 December 2009 and will remain in force until varied or rescinded.

6. Deduction of Union Membership Fees

- 6.1 The Union shall provide the Association with a schedule setting out Union weekly membership fees payable by members of the Union in accordance with the Union's rules.
- 6.2 The Union shall advise the Association of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of Union weekly membership fees payable shall be provided to the Association at least one month in advance of the variation taking effect.

- 6.3 Subject to subclauses 6.1 and 6.2 of this clause, the Association shall deduct Union weekly 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 the Association to make such deductions.
- 6.4 Monies so deducted from the employee's pay shall be forwarded regularly and promptly to the Union, together with all necessary information to enable the Union to reconcile and credit subscriptions to employee's Union membership accounts.
- 6.5 Unless other arrangements are agreed to by the Association and the Union, all Union membership fees shall be deducted on a weekly basis.
- 6.6 Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this Award taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

7. Dispute Settlement

- 7.1 There shall be effective means of consultation, both formal and informal, between the Association and the Union at various levels on all matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.
- 7.2 Failure to observe this fundamental principle of consultation would be contrary to the intention of these procedures.
- (a) Where a dispute arises in a particular job location which cannot be resolved between the employee or their representative and the supervising staff, it shall be referred to the Association's General Secretary or his/her nominee, who will then arrange for the matter to be discussed with the Union in a timely manner
- (b) If the matter remains unresolved, it should be referred to the NSW Industrial Relations Commission pursuant to the relevant section of the *Industrial Relations Act 1996*.
- (c) Whilst these procedures are continuing, no stoppage of work or any other form of limitation or work shall be applied.
- (d) The Union reserves the right to vary this procedure where a safety factor is involved.

8. Consultation and Technological Change

- 8.1 The Association will consult with the Union about significant workplace change that will affect Union members, prior to its implementation. The term 'consultation' is understood as a process of seeking and giving information and advice, participating in discussions and expressing views to contribute, in a timely fashion, to decision making.
- 8.2 The Association will consult and reach agreement, as far as possible, with the Union about the processes undertaken to implement the change.
- 8.3 The Association will arrange a meeting of directly affected employees to discuss the workplace change. The Union will be invited to attend.

9. Salaries and Related Matters

- 9.1 The salaries and conditions of employees covered by this Award shall be in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement awards.
- 9.2 Salaries for employees covered by this Award are set out in Schedule A - Rates of Pay of this Award.

10. Separation from Service Provisions

- 10.1 At a general election of the Association, or when there is a change in the leadership of the Association, every endeavour will be made to retain the services of currently employed employees having regard to the wishes of the incoming leadership.
- 10.2 If the Association at any time has sound grounds for believing that the employee's views and attitudes are such that he/she will not give loyal and co-operative service to the current executive and where the employee/employer working relationship is irreparable then provisions within both this clause and clause 11, Redundancy Provisions of this Award will apply.
- 10.3 Where an employee's services are terminated the following arrangements are to apply.

(a) Basis of entitlement

Where the elected leadership of the Association changes for any reason, an employee whose services are terminated shall be entitled to a separation of services payment under clause 11, Redundancy Provisions provided that:

- (i) the employee continues to work for the Association; and
- (ii) the incoming leadership of the Association notifies the employee of his/her intention not to continue with the existing staffing arrangements.

(b) Exclusions

Excluded from the entitlement to separation payments are:

- (i) employees on workers' compensation whose claim is based on compensation for termination or employees awaiting determination of claims against the employer for termination of services;
- (ii) employees subject to termination on the grounds of misconduct, serious misconduct, or unsatisfactory services;
- (iii) employees who resign for any reason other than in circumstances envisaged in subparagraph (i) or (ii) of this paragraph; and
- (iv) employees whose appointments were facilitated by way of leave without pay from the Public Service (on the basis that they will return to employment in the Public Service upon displacement).

(c) Superannuation Fund entitlements

The Fund entitlements for contributors under these provisions will be as follows:

- (i) Employees who are contributors to either the State Authorities Superannuation Scheme (SASS), First State Super (FSS) or the State Superannuation Fund (SSF) who are eligible for separation payments in accordance with this clause shall be regarded as having been retrenched, as defined in the *State Authorities Superannuation Act 1987*, for the purpose of determining their entitlements to benefits under those schemes;
- (ii) Employees who are contributors to either of those schemes who are not eligible for separation payments in accordance with this clause shall be regarded as having resigned for the purpose of determining their entitlements benefits under those schemes.

11. Redundancy Provisions

- 11.1 An employee who accepts voluntary redundancy, or is eligible under the provision of clause 10, Separation from Service Provisions, will receive the following redundancy entitlements:
- (a) Four (4) weeks notice or pay in lieu; and
 - (b) an additional one week's notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service; and
 - (c) severance pay at the rate of three (3) weeks per year of continuous service up to a maximum of thirty nine (39) weeks, with pro-rata payments for incomplete years of service to be on a quarterly basis; and
 - (d) benefit allowable as a contributor to a superannuation or retirement fund; and
 - (e) pro-rata annual leave loading in respect of leave accrued at the date of termination.
 - (f) All annual and long service leave accrued at the date of termination.
- 11.2 Those employees who accept an offer of redundancy within 2 weeks of the offer being made and terminate employment within the time nominated by the Association will be entitled to the following additional payments:
- | | |
|--|-------------|
| (a) less than 1 year of service | 2 weeks pay |
| (b) 1 year and less than 2 years of service | 4 weeks pay |
| (c) 2 years and less than 3 years of service | 6 weeks pay |
| (d) 3 years of service and over | 8 weeks pay |

Note: Reference to service in calculating entitlement to redundancy is based on a continuous period of employment with the Association. As with standard leave provisions, periods of leave without pay, secondments or similar are not considered as service for these purposes (nor are they considered a break in employment) and periods of part-time employment will accrue pro-rata entitlements.

12. Recognition of Service

- 12.1 For the purpose of calculating a redundancy payment and the accrual of Long Service Leave an employee's service with the Association is taken to include his or her recognised service.
- 12.2 The employee's employment in a public sector agency or a Commonwealth or interstate agency, a Trade Union either within Australia or overseas ("former agency") is "recognised service" in relation to their subsequent employment in the Association if:
- (a) the period of employment in the former agency has been continuous and
 - (b) the employee's employment in the Association has immediately followed the employee's employment in the former agency.

13. Anti-Discrimination

- 13.1 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.
- 13.2 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 this Award which, by its terms of operation, has a direct or indirect discriminatory effect.

13.3 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.

13.4 Nothing in the clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Award pursuing matters or unlawful discrimination in any State or federal jurisdiction.

13.5 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

Notes - Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects any other act or practise 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."

14. Secure Employment

14.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casuals and temporary employees have an opportunity to elect to become permanent full-time or part-time employees.

14.2 Casual and Temporary Conversion

- (a) A casual or temporary employee engaged by the Association on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this sub clause.
- (b) The Association shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having been employed for such a six months period. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual or temporary employee who has a right to elect under paragraph 14.2(a), upon receiving notice under paragraph 14.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to permanent full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Association refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee

concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual or temporary employee who does not, within four weeks of receiving written notice from the Association, elect to convert his or her ongoing contract of employment to permanent full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual or temporary employee has elected to become, and has been converted to, a permanent full-time employee or a permanent part-time employee, the employee may only revert to casual or temporary employment by written agreement with the Association.
- (f) If an employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with this clause the Association and employee shall discuss and agree upon:
 - (i) whether the employee will convert to permanent full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a permanent part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual or temporary employment has the right to elect to convert his or her contract of employment to permanent full-time employment and an employee who has worked on a part-time basis during the period of casual or temporary employment has the right to elect to convert his or her contract of employment to permanent part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Association and the employee.

- (g) Following an agreement being reached pursuant to paragraph 14.2(f), the employee shall convert to permanent full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual or temporary employment to permanent full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this sub clause.

14.3 Exclusions

The Association can refuse an application for conversion of a temporary or casual employee on the following grounds. Where the contract is for:

- (a) a specific task or project of a short-term nature; or
- (b) the purpose of filling a temporary vacancy that is the result of parental, or other extended leave;
- (c) the abovementioned reasons will be provided to the employee in writing.

14.4 Occupational Health and Safety

- (a) For the purposes of this sub clause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether on organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to

supply staff employed or engaged by it to another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) If the Association engages a labour hire business and/or contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in subclause 14.4 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

14.5 Disputes Regarding the Application of the Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of the Award.

- 14.6 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

15. Existing Entitlements

- 15.1 The provisions of this Award shall not affect any entitlements existing in the Association or a section of the Association at the time this Award is made, if such provisions are better than the provisions contained in this Award. Such entitlements are hereby expressly preserved until renegotiated with the Union.
- 15.2 The following Award, or its replacement, insofar as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, including subclause 14(1), shall continue to apply:

Crown Employees (Public Service Conditions of Employment) Award 2009

SCHEDULE A**Rates of Pay**

Classification and Grades	Salary Point	Common Salary Point (Crown Employees Salaries Award)
Organiser	1	61
	2	67
	3	75
	4	82
	5	85
Industrial Officer / Regional Organiser	1	82
	2	85
	3	88
	4	91
	5	95
	6	98
	7	101
	8	104
Senior Industrial Officer	1	108
	2	111
Principal Industrial Officer	1	116
	2	120
Welfare Officer	1	52
	2	55
	3	58
	4	61
	5	67
	6	75
	7	82
Information Officer	1	58
	2	61
	3	64
	4	67
	5	75
	6	78
	7	82
	8	85
Senior Communication Officer	1	82
	2	85
	3	88
	4	91
	5	95
	6	98
	7	101
	8	104

SCHEDULE B**Breach of Discipline**

B.1 Breach of discipline means misconduct, serious misconduct or unsatisfactory services.

B.1.1 Misconduct includes, but is not limited to, behaviour that is unsatisfactory.

B.1.2 Serious misconduct includes but is not limited to:

- (a) serious misbehaviour of a kind which constitutes a serious impediment to the carrying out of a employee's duties or to an employee's colleagues carrying out their duties;

- (b) conviction by a Court of competent jurisdiction of an offence of a kind that may be reasonably regarded as constituting a serious impediment to the discharge by the employee of their functions or duties, or to the employee's colleagues carrying out their functions or duties; and.
- (c) serious dereliction of duties.

B.1.3 Examples of serious misconduct in the course of employment include: theft; fraud; misappropriation of funds; assault; serious harassment (including sexual harassment); a serious breach of the Association's policies, rules or regulations; or repeated actions of misconduct.

B.1.4 Unsatisfactory services means an employee is not performing duties in a satisfactory manner.

B.2 Procedural Fairness

Basic principles of procedural fairness should be afforded to all parties in dealing with matters of misconduct, serious misconduct, and unsatisfactory services.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 124 and 125 of 2010)

Before Commissioner Bishop

19 March 2010

VARIATION

1. Delete the amount \$69.00 appearing in subclause (c) of clause 34, Supported Wage System for Workers with Disabilities, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

\$71.00

2. Delete Items 3, 4 and 7 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates as varied, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	12.70
4	6(ii) 16(vii)	Breakfast Allowance	6.90
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee 9.40 Part-time and casual employee 3.20 Maximum payment 9.40 Laundering Allowance (if none of the articles require ironing): Full-time employee 5.60 Part-time and casual employee 1.90 Maximum payment 5.60	

3. This variation shall take effect from the first full pay period commencing on or after 27 March 2010.

E. A. R. BISHOP, Commissioner

STATE TRANSIT AUTHORITY DIVISION OF THE GOVERNMENT SERVICE BUS OPERATIONS ENTERPRISE (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Nos. IRC 1943 and 2021 of 2009)

Before The Honourable Justice Boland, President

26 February 2010

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) Award 2009" ("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

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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
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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 Rates⁸
- 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 of New South Wales Bus Traffic Employees' Award 2007.

5.2 This Award shall take effect on and from 26 February 2010 and shall remain in force until 11 June 2011.

6. No Extra Claims

During the term of this Award, neither the employer nor the union will pursue any extra claims.

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) 3% from 26 February 2010 for all classifications listed in Table 1.
 - (ii) 3% from 12 June 2010 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)

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 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 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 Unions NSW (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			
	26/02/2010	With IA*	12/06/2010	With IA*
Conductor T/A Sign on Clerk	689.20	729.30	709.90	751.20
Bus Cleaner level 1	693.50	733.60	714.30	755.60
Bus Cleaner level 2	736.90	777.00	759.00	800.30
Bus Cleaner level 3	758.20	798.30	780.90	822.20
Bus Cleaner level 4	801.60	841.70	825.60	866.90
Trainee Bus Operator	771.20	811.30	794.30	835.60
Bus Traineeship level 1	771.20	811.30	794.30	835.60
Bus Operator level 1	800.40	840.50	824.40	865.70
Bus Operator level 2	832.30	872.40	857.30	898.60
Bus Traineeship level 2	832.30	872.40	857.30	898.60
Senior Bus Operator	848.40	888.50	873.90	915.20
Shed Driver	872.80	912.90	899.00	940.30
Customer Service Coordinator level 1	943.80	983.90	972.10	1013.40
Airport Coordinator	916.60	956.70	944.10	985.40
Bus Operator Trainer 1	918.30	958.40	945.80	987.10
Bus Operator Trainer 2	988.40	1028.50	1018.10	1059.40
Bus Operator Trainer 3	1082.40	1122.50	1114.90	1156.20
Customer Service Liaison (Kiosk)	916.60	956.70	944.10	985.40
Customer Service Liaison (Explorer)	916.60	956.70	944.10	985.40

* 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	26 /02/2010 \$	12/06/2010 \$
Item 1	Industry Allowance	40.10	41.30
Item 2	Articulated Bus Allowance	17.10	17.60

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

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

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

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

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

Table 5 - 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	

EXPLORER LIAISON Randwick only Mon to Fri 5h 5m	EXPLORER LIAISON Randwick only Saturday 9h 5m
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R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (EVENT DAY EMPLOYEES) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(No. IRC 1897 of 2009)

Before Mr Deputy President Sams

18 December 2009

AWARD

PART A

CONDITIONS

1. Arrangement

PART A

CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties Bound by this Award
4.	Operation and Duration of this Award
5.	Intention
6.	Classifications, Rates of Pay and Employee Related Cost Savings
7.	Minimum Engagement
8.	Meal Breaks
9.	Meal Discount
10.	Uniforms
11.	Overtime
12.	Public Holidays
13.	Long Service Leave
14.	Transport, Security and Related Matters
15.	Employee Consultation
16.	Provision and Use of Staff Seating
17.	Implementation of the Non-Smoking Policy
18.	Anti-Discrimination
19.	Grievance and Dispute Procedures
20.	No Extra Claims
21.	Calculation of Flat Hourly Rate
22.	Award Observance
23.	Commitment to Further Negotiations

PART B**RATES OF PAY**

Monday to Sunday Flat Rate
Non Event Attendance Rate
Uniform Allowance

2. Title

This award will be known as the Sydney Cricket and Sports Ground Trust (Event Day Employees) Award 2008 ("this award").

3. Parties Bound By This Award

- (a) This award is binding upon:
1. Sydney Cricket and Sports Ground Trust ("the employer"); and
 2. The Media Entertainment and Arts Alliance ("MEAA"), its officers and members ("the Union") in respect of all employees (whether members of the MEAA or not) engaged by the session or by the hour for work done in connection with the staging of an event being conducted by the employer to perform work in a different position under a separate contract or weekly hiring).
- (b) This award shall not apply to an honorary official i.e. any person who is either a member of the employer or who has previously acted in an honorary capacity in performing functions for which wage rates are prescribed by this award.

4. Operation and Duration of this Award

- (a) This award shall replace the state industrial instrument in the nature of an enterprise agreement in the same terms as the Sydney Cricket and Sports Ground Trust (Match Day Employees) Agreement 2005 (an agreement of the Australian Industrial Relations Commission AG843601) created as a consequence of the enactment of the *Public Sector Employment Legislation Amendment Act 2006*.
- (b) For the avoidance of doubt and to the extent it may be applicable, this award shall also replace the state industrial instrument in the nature of an award in the same terms as the Theatrical Employees (Recreation Grounds and Raceday Racing Officials - NSW and ACT) Award 2000 (an award of the Australian Industrial Relations Commission AW799620) created as a consequence of the enactment of the *Public Sector Employment Legislation Amendment Act 2006*.
- (c) This award shall operate on and from the first full pay period on or after 1 October 2008 and shall remain in force for its nominal term of three years.

5. Intention

- (a) The principal intentions of this award are:
1. To promote harmonious industrial relations for the Sydney Cricket and Sports Ground Trust and its staff and the Media, Entertainment and Arts Alliance.
 2. To maximise standards of service to the public and members, measured against those applying in the leisure and sporting recreation industry nationally and internationally.

6. Classifications, Rates of Pay and Employee Related Cost Savings

- (a) Employees employed under this award to work at day time, twilight and evening fixtures shall receive the appropriate hourly rate for the applicable classification as contained in Part B of this award from the first full pay period on or after 1 October 2008.
- (b) The hourly rates set out in Part B of this award incorporate an increase for all event day work undertaken of 2.5% from the first full pay period on or after 1 October 2008, a further 2.75% increase from the first full pay period on or after 1 October 2009, and a further 3% increase from the first full pay period on or after 1 October 2010.
- (c) Employees employed under this award shall be paid the non-event attendance rate as contained in Part B of this award from the first full pay period on or after 1 October 2009 and the first full pay period on or after 1 October 2010.
- (d) The rates of pay set out in Part B - Rates of Pay of this Award contain hourly rates of pay loaded to compensate employees covered by this award for all entitlements not otherwise provided under this award.

7. Minimum Engagement

The minimum engagement for all employees under this award shall be four (4) hours to be worked consecutively, with the exception of non-match day staff meetings and training sessions which shall be two (2) hours.

8. Meal Breaks

- (a) All employees rostered for more than four hours will receive a minimum of one paid 20 minute break. These breaks will be coordinated by team leaders and/or supervisors.
- (b) All employees shall be entitled to another paid 20 minute break if engaged for more than 8 hours.

9. Meal Discount

Upon presentation of the staff identification card, employees rostered to work on match days will receive a 20 per cent discount off the normal purchase price for food and beverage purchased from any on-site food and beverage outlets, (excluding Azure Cafe and any sub-contracted food outlet that the Food and Beverage Contractor has engaged).

10. Uniforms

- (a) The employer will provide a uniform to staff where applicable.
 - 1. Uniforms will consist of any SCGT apparel issued not staff during the course of their employment including but not limited to; trousers, skirts, shirts, jackets, vests, jumpers, ties, scarves, hats, armbands, wet weather jackets and name badges.
- (b) Where uniforms are issued to staff other than on a daily basis:
 - 1. All new employees who commenced after 1 October 2009 will be required to pay a \$50.00 uniform bond on commencement of employment which shall be refunded when the uniform is returned in good condition, fair wear and tear accepted.
 - 2. The bond will be paid via payroll deduction and can be made as one deduction of \$50.00 or instalments of \$10.00 per deduction per pay over five pay periods.
 - 3. The employee shall be responsible for the laundering of the uniforms. A laundry allowance of \$1.00 per shift shall be paid into the Employee's nominated bank account.

4. Uniforms shall remain the property of the Employer and shall be returned to the Employer on the termination of an Employee's employment.
5. All uniforms issued to an employee are to be returned within two (2) months of the Employee's termination. Terminated Employees who do not return their full uniform issue within two (2) months of termination will forfeit their deposit.

11. Overtime

- (a) Overtime shall be payable to an employee for all time worked.
 1. In excess of ten (10) hours per engagement on a particular event; or
 2. On a day generally observed as a public holiday.
- (b) Overtime shall be paid for at the rate of time and a half.
- (c) Overtime rates shall not apply for any attendance at non-event related meetings or training.

12. Public Holidays

- (a) Public Holidays shall be paid for at the rate of time and a half.
- (b) 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, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays.
- (c) No employee will be required to attend non event related meetings or training on a public holiday.

13. Long Service Leave

- (a) Subject to clause 13(b) below, Long Service Leave entitlement will be governed by the *Long Service Leave Act, 1955 (NSW)*.
- (b) The parties to this award acknowledge that prior to the date of this award, employees employed by the Trust as match day employees (or event day employees) received an hourly rate of pay which was loaded to compensate for entitlements arising from legislation applicable in the State of NSW in relation to long service leave.

14. Transport, Security and Related Matter

- (a) The employer shall upon request of an individual employee provide a security escort from the ground to the closest public transport late at night, where the employer is able to provide it within a reasonable period of time.
- (b) On any particular event, an employee engaged as a Team Leader, Supervisor, Assistant Supervisor, or who is rostered to work one hour past the scheduled event finish time will be eligible to park in MP1.

15. Employee Consultation

- (a) The Event Day Staff Operations Committee (EDSOC) will meet during the life of this award to identify and discuss workplace matters, which affect employees generally, but which are not explicitly covered by this award, such as staff facilities, uniforms, training and other like workplace matters.
- (b) The EDSOC will be made up on management and employee nominated representatives. Wherever possible, all areas of match day operations should be represented. Employee representatives will participate in the EDSOC without loss of pay.

- (c) The EDSOC will meet as required, at a time suitable to both the employer and employees and at the request of either party, but not less than quarterly.
- (d) The operation of the EDSOC in accordance with this clause does not override the dispute settling procedure as contained in clause 19 of this award.

16. Provision and Use of Staff Seating

Where practicable, seating shall be provided to employees where prolonged periods of standing would otherwise be required. The use of such seating shall be subject to customer service requirements and guidelines as reasonably determined by the Trust, having regard to its Occupational Health and Safety Obligations.

17. Implementation of the Non-Smoking Policy

All employees shall have access to and shall abide by and follow the procedures of the non-smoking policy developed by the employer in relation to patrons smoking in and around the Trust Venues.

18. Anti-Discrimination

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

19. Grievance and Dispute Procedures

- 19.1 The aim of this procedure is to ensure that during the life of this enterprise award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises, or is considered likely to occur, the following steps shall be allowed.
- (a) The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, the:

- (b) The employee may be required to provide in writing the substance of the grievance and state the remedy sought.
- (c) The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:
- (d) The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved then:
- (e) The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- (f) Each of the steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- (g) If the matter remains unresolved, then it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the *Industrial Relations Act 1996*. The parties agree to exhaust the conciliation process before considering this step.
- (h) At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- (i) It is agreed that the parties will not deliberately frustrate or delay these procedures.
- (j) Normal work will continue without disruption while these procedures are followed.

20. No Extra Claims

Subject to clause 21, Calculation of Flat Hourly Rate, this award comprehensively settles all employment conditions in respect of the employees covered by this award. The MEAA undertakes not to pursue any extra claims whatsoever for the duration of this award.

21. Calculation of Flat Hourly Rate

The rates in this award have been calculated on the assumption that 60% of events fall in the period Monday to Saturday and 40% of events fall on a Sunday or a public holiday.

Should this ratio change significantly, either party on 1 January each year can request a review of the rates to reflect the change.

22. Award Observance

For the purpose of ensuring the observance of this award, the employer will:

- (a) subject to prior consultation with the employer, provide that representatives of the MEAA will have reasonable access to all places of work for the purposes of interviewing and holding meetings with their members in non-work time; and
- (b) ensure that a copy of this award and matters relating to this award be posted on a notice board in a centrally located position.

23. Commitment to Further Negotiations

The parties to this award agree to commence discussions for a new award nine months prior to the expiration of the nominal term of this award.

PART B
RATES OF PAY

	1 October 2008		1 October 2009		1 October 2010	
	Ordinary flat rate \$	Overtime & Public Holiday \$	Ordinary flat rate \$	Ordinary & Public Holiday \$	Ordinary flat rate \$	Overtime & Public Holiday \$
Position						
Customer Service Positions						
Usher/Attendant	23.92	35.89	24.58	36.87	25.32	37.98
Pressure Point	25.17	37.76	25.87	38.80	26.64	39.96
Car Park Cashier/Directional						
Dress Regulations						
Gatehouse Attendant						
Victor Trumper Gates						
Tunnel Top						
Suite Entries						
Southern Crossover						
Spruiker						
Team Leader	27.18	40.77	27.93	41.90	28.77	43.15
Supervisor	30.45	45.68	31.29	46.94	32.23	48.34
Staff Entry						
Crowd Safety Positions						
Crowd Safety Officers	28.81	43.22	29.61	44.41	30.49	45.74
Paddington Lane Gatehouse						
Crowd Safety Supervisor	32.28	48.42	33.16	49.75	34.16	51.24
Event Control						
Process Room						
Report Writer						
Control 1 & 2 /Base	34.67	52.00	35.62	53.43	36.69	55.03
Non-Event Attendance Rate	20.00	20.00	20.55	20.55	21.17	21.17
Allowances						
Uniform Allowance (per shift)	1.00	1.00	1.00	1.00	1.00	1.00

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2008 - 2011

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(No. IRC 75 of 2010)

Before The Honourable Justice Boland, President

5 February 2010

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award, 2008 - 2011.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Operation of the Award
6.	No Extra Claims
7.	Availability of Award
8.	Dispute Resolution
9.	Workplace Flexibility and Multi-skilling
10.	Types of Employment
11.	Multiple Contracts
12.	Disciplinary Procedures
13.	Leave
14.	TZ Guest Services and Commercial Operations - Special Conditions
15.	Wage Increases and Wage Rates
16.	Payment of Wages
17.	Wage Sacrifice for Superannuation
18.	Classification Requirements
19.	Appointment and Progression
20.	Allowances
21.	Insurance of Tools
22.	Rosters
23.	Ordinary Hours of Work
24.	Rest Period
25.	Shift Loadings
26.	Overtime
27.	Call Back
28.	Starting and Finishing Work
29.	Annual Leave
30.	Annual Leave Loading
31.	Public Holidays and Picnic Days
32.	Uniforms, Personal Protective Clothing and Equipment
33.	Secure Employment

34. Contractors and Volunteers
35. Anti-discrimination
36. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Schedule 3 - Leave Policies

3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2008 - 2011.

"Supervisor" means a person who supervises an employee or employees covered by the Award

"Taronga" means the Zoological Parks Board of New South Wales a declared authority under the *Zoological Parks Board Act 1973* and the *Zoological Parks Board Amendment Act 2000*, which under this legislation may also be called the Taronga Conservation Society Australia (with the use of this name having the same effect for all purposes as the Zoological Parks Board of New South Wales).

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union/s" means Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch, Australian Workers Union Greater New South Wales Branch, Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union - CEPU - Plumbing Division, New South Wales Branch, Construction, Forestry, Mining and Energy Union, Construction and General Division, New South Wales Branch, Electrical Trades Union - New South Wales Branch, and Transport Workers Union of New South Wales.

4. Application

4.1 The parties to the Award are Taronga and the Unions.

4.2 The Award applies to and is binding on the parties to the Award and all permanent, temporary, casual and apprentice employees, employed by the Taronga Conservation Society Australia in the classifications of: Apprentice; Labourer/Driver/Operator; Labourer; Labourer/Driver/Operator (Leading Hand); Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); Tradesperson; Tradesperson (Leading Hand); Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Services Attendant; Guest Services Officer; Guest Services Site Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2008, Zoological Parks Board of New South Wales Wages Award 2006, Zoological Parks Board of New South Wales Asset Operations Employees Taronga Zoo Enterprise Agreement 2003; Zoological Parks Board of New South Wales Commercial Operations and Guest Services Employees Enterprise Agreement 2003; Western Plains Zoo Employees - Zoological Parks Board of NSW Enterprise Agreement 2003; Crown Employees (Skilled Trades) Award; General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award; Transport Industry (State) Award; Miscellaneous Workers' General Services (State) Award, Security Industry (State) Award and the Crown Employees Wages Staff (Rates of Pay) Award. For the avoidance of doubt, the parties acknowledge that:

- (a) this Award rescinds and replaces those enterprise agreements and enterprise awards referred to in this clause; and
- (b) it is the intention of the parties that the awards referred to in this clause have no application to the employees covered by the Award and will be varied accordingly.

5. Operation of the Award

This Award has effect from the beginning of the first full pay period on or after 1 July 2008 and will remain in force until 30 June 2011, and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award, 2008 published 27 March 2009 (367 I.G. 922) as varied.

6. No Extra Claims

- 6.1 The wage increases and conditions of employment provided for in the Award arise from Award wage and conditions negotiations held between the parties.
- 6.2 The wage increases and conditions of employment provided for in the Award are given on the basis that there will be no further claims for changes to wages or conditions during the term of the Award.
- 6.3 The wage increases provided for in the Award reflect cost of living adjustments, and a range of negotiated saving reforms to offset wage increases above 2.5% per annum for the term of the Award in accordance with the New South Wales Government's Wages Policy.

7. Availability of Award

- 7.1 The master copy of the Award will be kept in the Human Resources Division at Taronga Zoo and a copy in the office of the General Manager, Taronga Western Plains Zoo.
- 7.2 A copy of the Award will be made available to all existing and new employees covered by the Award.

8. Dispute Resolution

- 8.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 8.2 The Vocational Training Order for Apprentices made under the Apprenticeship and Traineeship Act 2001 will override any conflicting steps contained in this clause.
- 8.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 8.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 8.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 8.6 Where a bona fide and critical occupational health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 8.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 8.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 8.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level, or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.
- 8.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.

- 8.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the General Manager, Human Resources or their delegate with the aim of trying to resolve the matter within 5 working days.
- 8.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

9. Workplace Flexibility and Multi-Skilling

- 9.1 The Unions and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation.
- 9.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 9.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 9.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 9.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 9.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 9.7 TWPZ or TZ Guest Services and Commercial Operations employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the higher duties provisions of the Award.
- 9.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.
- 9.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, occupational health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.
- 9.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

10. Types of Employment

- 10.1 An employee will be engaged as a permanent, temporary, casual or apprentice employee.
- 10.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 10.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.

- 10.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

Permanent Employment

- 10.5 A permanent employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 10.6 A probationary period may be for a period of up to 6 months.
- 10.7 During a probationary period, Taronga may terminate the employment of a permanent employee giving one week's notice.
- 10.8 A permanent employee may terminate their employment giving 2 weeks notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 10.9 If a permanent employee's position becomes redundant, New South Wales Government policy will apply.
- 10.10 After the probationary period, Taronga may terminate the employment of a permanent employee in accordance with Clause 12 Disciplinary Procedures of the Award.

Temporary Employment

- 10.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 10.12 A temporary employee will be advised in writing that their employment is temporary.
- 10.13 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 10.14 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

Casual Employment

- 10.15 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 10.16 A casual employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The NSW Long Service Leave Act will cover long service leave.
- 10.17 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Capital Works and Infrastructure employee will be engaged for a minimum shift of 3 hours.
- 10.18 A casual employee, except for Sky Safari rescue team members, will be engaged for a minimum of 3 hours.
- 10.19 A Sky Safari rescue team member, other than Sky Safari Attendants and Operators, may be engaged for a minimum of 1 hour.
- 10.20 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

Apprentices

- 10.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice otherwise prescribed in the Award.
- 10.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 10.23 Progression within the rates prescribed for the years of service for Apprentices will be in accordance with the Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001*.

11. Multiple Contracts

- 11.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 11.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instrument.
- 11.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.

12. Disciplinary Procedures

- 12.1 Taronga may take disciplinary action if a permanent employee:
- (a) engages in any misconduct;
 - (b) whilst on duty consumes, uses or shows the effects of alcohol or prohibited drugs;
 - (c) intentionally disobeys or intentionally disregards any lawful order made or given by a person having authority to make or give the order;
 - (d) does not comply with any lawful written direction given by Taronga;
 - (e) is negligent, careless, inefficient or incompetent in the performance of their duties; or
 - (f) engages in any disgraceful or improper conduct which may bring the Taronga Conservation Society Australia into disrepute.
- 12.2 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of the procedures contained in this clause.
- 12.3 Provided that Taronga may dismiss a permanent employee without notice for serious misconduct or wilful disobedience, Taronga may take the following disciplinary action in a case of poor behaviour or performance by a permanent employee:
- (a) A Supervisor may discuss the matter with an employee in an initial interview and agree on the future standard of behaviour or level of performance required of the employee.
 - (b) If an employee fails to reach or maintain the standard of behaviour or level of performance agreed in an initial interview, or if the matter is so serious as to warrant it, a manager may conduct a disciplinary interview with an employee. The employee will be advised of the future standard of behaviour or level of performance required of them, with a warning that any repetition of the behaviour or continuation of the poor performance may result in dismissal.
 - (c) If an employee fails to reach or maintain the standard of behaviour or level of performance as determined in a disciplinary interview, Taronga may dismiss the employee giving them two weeks notice of termination of employment or the equivalent payment in lieu of notice.

13. Leave

- 13.1 Leave conditions are provided for by the Taronga Conservation Society Australia policies listed in Schedule 3 of the Award. These policies are not incorporated by the Award and will apply as in force from time to time.
- 13.2 Taronga will negotiate with Unions on any proposed revision of policies referred to in Schedule 3 of the Award.

14. TZ Guest Services and Commercial Operations - Special Conditions

Accommodation for Meals

- 14.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 14.2 Taronga will provide employees with adequate facilities for tea making and for heating food.
- 14.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

Dressing Accommodation

- 14.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

Work Materials

- 14.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

Expenses for Attendance at Court

- 14.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.
- 14.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

15. Wage Increases and Wage Rates

- 15.1 The following wage increases will apply from the first full pay period commencing on or after the dates specified below:
- (a) 3.2952% from 1 July 2008
 - (b) 3.2952% from 1 July 2009
 - (c) 3.2952% from 1 July 2010
- 15.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 15.3 The rates of pay contained in Schedule 1 of this Award take into account the adjustments payable under the State Wage Cases 2006, 2007 and 2008. These adjustments may be offset against any equivalent over award payments.

- 15.4 The Junior Guest Services officer rates of pay contained in Schedule 1 of this Award apply only to Guest Services Officers who are employed after the making of this Award and are under 18 years of age.
- 15.5 Employees will be paid the wage increases prescribed in this clause as soon as practicable following the making of the Award by the Industrial Relations Commission of New South Wales.
- 15.6 The wage increases provided for in the Award, insofar as they apply from the first full pay period on or after 1 July 2008, will only be paid to those employees who are employed at the date of the making of the Award.

16. Payment of Wages

- 16.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 16.2 Taronga will provide employees with pay advice either electronically or in paper form, unless requested by the employee not to provide any advice. If an employee would normally receive an electronic pay advice they may, on application to Taronga, be provided with the advice in paper form.
- 16.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 16.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

17. Wage Sacrifice for Superannuation

- 17.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 17.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 17.3 The election must be made before the period of service to which the earnings relate.
- 17.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 17.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

18. Classification Requirements

- 18.1 The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 9 - Workplace Flexibility and Multi-skilling of the Award or changing, with written advice, the expected nature and mix of duties consistent with the classification requirements.

TZ Labourer/Driver/Operator

- 18.2 A Labourer/Driver/Operator will undertake a mix of duties as directed by their Supervisor.

18.3 The requirements for a Labourer/Driver/Operator Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to be able to perform basic tasks in maintenance, construction and transport;
- (c) to have their performance monitored by close supervision; and
- (d) to complete the Induction Course.

18.4 The requirements of a Labourer/Driver/Operator Grade 2, in addition to the requirements of Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;
- (c) to operate relevant machinery and tools; and
- (d) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and OHS&E awareness courses.

18.5 The requirements of a Labourer/Driver/Operator Grade 3, in addition to the requirements of Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by Taronga Conservation Society Australia exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to contribute to decision-making processes via relevant manager;
- (g) to be capable of and may be required to supervise employees; and
- (h) to undertake on-the-job training in basic tradespersons skills as required by Taronga Conservation Society Australia.

TZ Labourer/Driver/Operator (Leading Hand)

18.6 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic OHS&E training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;

- (e) must have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) will undertake or have completed supervision training.

TWPZ Labourer

18.7 The requirements of a Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to complete Induction Course.

18.8 The requirements of a Labourer Grade 2 are:

- (a) minimum 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by general supervision and direction; and
- (d) to be prepared to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia, including approved manual handling and OHS&E awareness courses.

18.9 The requirements of a Labourer Grade 3 are:

- (a) minimum 2 years or more relevant experience;
- (b) to perform basic tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by Taronga;
- (d) to exercise limited decision-making including exercising some initiative in the application of established work practices;
- (e) to operate relevant machinery and tools;
- (f) to undertake on-the-job training to develop skills relevant to Taronga Conservation Society Australia; and
- (g) to assist in running courses.

18.10 The requirements of a Labourer Grade 4 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) to be able to work unsupervised and usually without detailed instructions;
- (d) to exercise independent action within established work practices; to be prepared to undertake on the job training to develop skills relevant to Taronga; and
- (e) to assist in running training courses.

TWPZ Labourer (Leading Hand)

18.11 The requirements of a Labourer (Leading Hand) are:

- (a) may supervise staff, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for basic OHS&E training;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices;
- (e) to have completed a wide range of on-the-job training courses and be capable of running courses; and
- (f) to undertake or have completed supervision training.

Water Systems Operator

18.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager; and
- (d) to operate and maintain Taronga Conservation Society Australia water systems to satisfy approved stakeholder requirements.

Water Systems Operator (Leading Hand)

18.13 The requirements of a Water Systems Operator (Leading Hand) are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers.
- (d) to ensure that all works associated with water systems is carried out in a safe and efficient manner.
- (e) have the ability to train staff and document processes and procedures related to all water systems.
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities.
- (g) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;

- (h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to run training courses as required.

TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber, Plasterer, Welder (First Class), Electrical Fitter

18.14 The requirements of a Tradesperson Grade 1 are:

- (a) to undertake a full range of tradespersons duties;
- (b) to be able to work without supervision;
- (c) may work independently and be responsible for a section of work following established priorities and work practices;
- (d) to have completed Trade Certificate; and
- (e) will undertake on-the-job training in basic skills of other trades, as required.

18.15 The requirements of a Tradesperson Grade 2, in addition to the requirements of Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) may assist in running training courses under the direction of the Supervisor;
- (f) will be required to have completed Trade Certificate; and
- (g) will undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

18.16 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise other staff, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to exercise independent action;
- (d) have completed Trade Certificate;
- (e) to undertake on-the-job training in basic skills of other trades; and
- (f) to run training courses as required.

TWPZ Tradesperson - Carpenter; Motor Mechanic, Painter, Plumber

18.17 The requirements of a Tradesperson (Leading Hand) are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising staff;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Certificate;
- (g) to undertake on the job training in the basic skills of other trades; and
- (h) to conduct training.

TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plumber (Leading Hand)

18.18 The requirements of a Tradesperson (Leading Hand) are:

- (a) to supervise staff including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to exercise independent action;
- (e) to have completed Trades Certificate;
- (f) to undertake on the job training in the basic skills of other trades; and
- (g) to conduct training courses.

TWPZ Works and Trades Supervisor

18.19 The requirements of a Works and Trades Supervisor are:

- (a) to supervise staff, allocate duties, monitor performance, provide direction on work to be performed;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (c) to exercise independent action;
- (d) to liaise with senior staff in other sections to ensure a co-ordinated approach to work;
- (e) to undertake available management courses and training;
- (f) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of TWPZ facilities, grounds and exhibits;

- (g) verify the work is completed relevantly and achieves Taronga Conservation Society Australia standards;
- (h) to manage, guide, develop and support allocated team members to achieve individual and Taronga Conservation Society Australia goals;
- (i) to drive the team's adoption of an enhanced customer focused approach; and
- (j) to ensure employees under their leadership adhere to all Taronga Conservation Society Australia policies, including occupational health, safety and environment requirements and the Code of Conduct.

Sky Safari Attendant

18.20 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

18.21 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (e) to work closely with other departments of Taronga Conservation Society Australia to ensure a seamless experience for guests on Taronga Conservation Society Australia premises;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

18.22 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by close supervision; and
- (c) to undertake training as required and provided by Taronga Sky Safari Operators

Sky Safari Operator

18.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;
- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;

- (f) to complete relevant and required training as provided by Taronga, including Sky Safari Attendant training program at Sky Safari Attendant Grade 1 level; and
- (g) have completed Senior First Aid course.

Senior Sky Safari Operator

18.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

Cleaner

18.25 A casual Cleaner will be employed as a Cleaner Grade 1.

18.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on Taronga Conservation Society Australia premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments;
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to bring into or maintain Taronga Conservation Society Australia premises in a clean condition, whatever may be the nature of the employee's other duties;
- (i) to perform customer or public relations or other duties as required;
- (j) to have performance monitored by close supervision; and
- (k) to undertake relevant training as provided and required by Taronga.

18.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;

- (b) to have performance monitored by close supervision; and
- (c) to undertake relevant training as provided and required by Taronga.

18.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to have performance monitored by supervision;
- (b) to have completed relevant and required training as provided by Taronga at Cleaner Grade 2 Grade;
- (c) to perform supervising of staff on an occasional basis;
- (d) to hold a full driver's licence (including endorsement to drive a manual vehicle);
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of Quality Assurance audits and facility maintenance audits; and
- (g) to assist in training new staff and retraining current staff.

Cleaner (Leading Hand)

18.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;
- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties;
- (c) to perform tasks without supervision;
- (d) to lead a team of cleaners;
- (e) to order supplies and perform administrative tasks as required;
- (f) to implement cleaning procedures and other relevant cleaning documentation;
- (g) to conduct quality assurance audits and facility maintenance audits;
- (h) to implement training programs for new staff and retraining programs for current staff; and
- (i) hold current Senior First Aid Certificate.

Cleaning Supervisor

18.30 The requirements of a Cleaning Supervisor are:

- (a) to perform the cleaning duties of Cleaner or Leading Hand Cleaner, as required;
- (b) to ensure the clean presentation of Taronga Conservation Society Australia premises by directing, co-ordinating and prioritising the work of cleaners;
- (c) to provide ongoing advice to the officer in charge of the cleaning department for the preparation of rosters and ensure their implementation;
- (d) verify the work of Cleaners is completed relevantly and achieves Taronga standards;
- (e) to supervise and lead cleaning employees;

- (f) to order supplies and receive deliveries;
- (g) to maintain building/s or section/s of Taronga Conservation Society Australia premises;
- (h) to maintain cleaning equipment;
- (i) to operate computer equipment and maintain records, as required;
- (j) to develop comprehensive training programs for staff at all Grades;
- (k) to develop and complete quality assurance audits and facility maintenance audits;
- (l) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties; and
- (m) to develop and implement a roster that prioritises cleaning tasks to ensure that Taronga Conservation Society Australia premises are presented at their best at all times.

TWPZ Guest Services Attendant

18.31 The requirements of a Guest Services Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to Taronga Conservation Society Australia premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to visitors, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to visitors, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide visitors with hire forms and operational instructions; and assist visitors in fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycles and motorised carts and hire station in a clean and presentable manner; and
- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

Guest Services Officer

18.32 The requirements of a Guest Services Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;

- (b) operate Taronga Conservation Society Australia car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) provide the highest level of customer service to guests;
- (d) undertake customer service duties as directed, including the provision of information to visitors, distributing event information/maps, and assisting and escorting guests;
- (e) perform administrative/operational duties to support guest services functions; and
- (f) undertake on the job training as required and provided by Taronga.

Senior Guest Services Officer

18.33 The requirements of a Senior Guest Services Officer, in addition to the requirements of Guest Services Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry; and/or
- (b) to support and assist Guest Services Site Coordinator and Work Officers;
- (c) to provide reports to Site Coordinator as required including daily issues;
- (d) to identify OHS&E issues and generating work requisitions as necessary.;
- (e) possess a current Senior First Aid Certificate; and
- (f) to complete relevant and required training as provided by Taronga for Guest Services Officers.

Guest Services Site Coordinator

18.34 The requirements of a Guest Services Site Coordinator, in addition to the requirements of Senior Guest Services Officer, are:

- (a) more than 2 years supervisory relevant experience within the Customer Services, Tourism and/or Hospitality industry;
- (b) to meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (c) possess a current Senior First Aid Certificate or Occupational First Aid Certificate;
- (d) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;
- (e) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve visitor experiences;
- (f) to report on guest impact of changes to animals on exhibit;
- (g) to resolve visitor issues, consulting with senior management as relevant;
- (h) to assist in pre-show activities, (e.g. Seal and Bird Shows);
- (i) to assist in briefings delivered by senior management;
- (j) to supervise or act as 'meet and greet host' for booked groups;

- (k) to supervise Guest Services personnel, volunteers and/or students; and
- (l) to prepare and distribute daily reports of activities within the ground as required.

Gatekeeper

18.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from Taronga Conservation Society Australia premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

Security Officer

18.36 A casual Security Officer will be employed as a Security Officer Grade 1.

18.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect Taronga Conservation Society Australia premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, staff and guests of Taronga as part of a team;
- (c) to be fully conversant with Taronga Conservation Society Australia Guest Services and Security procedures relating to Taronga operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all Taronga fire fighting equipment, including service and maintenance requirements;
- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (1AC); and
- (h) to undertake or have completed on the job training.

18.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

18.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (b) to assist the Security Manager and Assistant Security Manager in the management of operations as required.

Assistant Security Manager

18.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.

Security Manager

18.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate Taronga security operations including recruitment and training of staff and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.

Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

19. Appointment and Progression

- 19.1 Merit based selection processes will be used to make appointments.
- 19.2 Relevant experience will be considered in determining the level to which an employee is appointed.
- 19.3 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.
- 19.4 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with Taronga performance management procedures and the requirements of the current grade being achieved.
- 19.5 TWPZ vacancies above base grade will be advertised internally in the first instance.

20. Allowances

20.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.

20.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

Tool Allowance

20.3 A weekly tool allowances will be paid to a Tradesperson and an Apprentice for providing and maintaining their own hand tools.

20.4 The allowance will be paid for all purposes, except separation.

Tradespersons Licence Allowance

20.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.

20.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.

Security Licence Allowance

20.7 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the Security Industry Act 1997.

20.8 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

Registration Allowance

20.9 A weekly registration allowance will be paid to a plumber who is required to hold a Certificate of Registration. The allowance will be paid for all purposes, except separation.

Chokage Allowance

20.10 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

Fouled Equipment Allowance

20.11 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Capital Works and Infrastructure employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

Labourer/Driver/Operator Travel Allowance

20.12 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

Higher Duties Allowance

- 20.13 A higher duties allowance will be paid when an employee is required by the relevant manager to relieve in a position at a higher grade for periods of 5 or more consecutive working days, with a rostered day off being regarded as a working day for the purpose of calculating the 5 day qualifying period. At TWPZ, an employee who is temporarily appointed to supervise employees engaged under various government schemes for 3 or more days will be paid a higher duties allowance for a minimum of 5 days.
- 20.14 The allowance will be an amount equal to the difference between the wage of the higher graded position and the wage of the relieving employee's position.
- 20.15 If only a portion of the duties associated with the higher graded position are required to be performed, the allowance will be paid pro rata as determined by the relevant manager.
- 20.16 Before the period of relief starts, the relevant manager will discuss with the relieving employee the full duties of the position; those duties required to be undertaken during the relief period; the criteria determining the proportion of the allowance; and the delegation of the position that may be exercised.
- 20.17 The allowance will not be paid on leave except when the employee has been relieving in the position for more than 12 months.
- 20.18 A TZ Guest Services and Commercial Operations employee who is required to perform work of a position at a lower grade for periods of up to a week will not suffer any reduction in their wage rate.

First Aid Allowances

- 20.19 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 20.20 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 20.21 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 20.22 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 20.23 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 20.24 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

Disability Allowance - TWPZ

- 20.25 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.
- 20.26 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

On Call (Standby) Allowance - TWPZ

- 20.27 An hourly allowance will be paid to a TWPZ employee when they are directed to be on call or on stand-by for a possible recall to work.

Overtime Meal Allowance

20.28 If a meal is not provided by Taronga, an overtime meal allowance will be paid:

- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or
- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

20.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.

20.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.

20.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.

20.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.

20.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.

20.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

21. Insurance of Tools

21.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.

21.2 An employee will provide a list of the tools insured if requested by Taronga.

21.3 An employee will ensure that their tools are cared for and kept safely.

21.4 Taronga will reimburse an employee for loss of tools insured up to the value set out in Schedule 2 of the Award, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

22. Rosters

22.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.

22.2 Taronga will prepare rosters that are fair and equitable and meet occupational health and safety requirements.

22.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.

22.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous period.

22.5 Rosters will be prepared 7 days in advance.

- 22.6 Rosters may be changed as long as they comply with the terms set out in Clause 23 - Ordinary Hours of Work of the Award.
- 22.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 22.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 22.9 An employee will be paid overtime if they are required to work on their rostered day off.

23. Ordinary Hours of Work

Number of ordinary hours of work

- 23.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

Patterns of ordinary hours of work

- 23.2 Ordinary hours will be worked:
- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
 - (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
 - (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
 - (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
 - (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.
- 23.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ Works and Trades employees or TZ Capital Works and Infrastructure employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.
- 23.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

Meal and tea breaks

- 23.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.
- 23.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.
- 23.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift of 4 hours or more, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

Employees engaged part-time

- 23.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:
- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;
 - (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
 - (c) ordinary hours may be worked in shifts of not less than 3 hours duration, unless agreed otherwise by the employee and Taronga;
 - (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their Supervisor; and
 - (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days notice.

24. Rest Period

- 24.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Capital Works and Infrastructure employees, between the work of successive shifts when it is reasonably practicable to do so.
- 24.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 24.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

25. Shift Loadings

- 25.1 Guest Services Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 25.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

TWPZ Employees, TZ Capital Works and Infrastructure employees & TZ Guest Services & Commercial Operations employees engaged after 26 May 2004

- 25.3 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 5:00 am to 7:00 pm	Nil
(b) Monday to Friday after 7:00 pm before 5:00 am	15%
(c) Saturday	50%
(d) Sunday	100%
(e) Public Holidays	150%
(f) Public Holidays where an additional day is taken off in lieu of the loading	50%

25.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Guest Services and Commercial Operations employees engaged before 26 May 2004

25.5 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 6:00 am to 7:00 pm	Nil
(b) Commencing at or after 5.00am and before 6.00am	10%
(c) Finishing after 7:00 pm and at or before midnight	15%
(d) Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e) Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f) Saturday	50%
(g) Sunday	100%
(h) Public Holidays	150%
(i) Public Holidays where an additional day is taken off in lieu of the loading	50%

26. Overtime

26.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.

26.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:

- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
- (b) the urgency of the work required to be performed, the impact on Taronga Conservation Society Australia operational requirements and the effect on customer services.

26.3 Overtime rates of pay will be:

- (a) Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
- (b) Sunday - double time;
- (c) Public Holidays - double time and a half; and
- (d) No 8 or 10 hour break - double time.

26.4 If their manager agrees, an employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:

- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
- (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member under Taronga Carer's Leave Policy.
- (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual.
- (d) At the employee's election, time off in lieu for 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.

- (e) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

26.5 Overtime will not attract shift loadings, except as provided under this clause for Permanent Security employees who work "Elective Overtime".

Meal breaks

26.6 An employee required to work overtime for more than 2 hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every 5 hours of overtime worked thereafter.

26.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every 5 hours of overtime worked.

Elective Overtime for Permanent Security Employees

26.8 Permanent Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:

- (a) elective overtime is overtime requested by the employee not directed by Taronga;
- (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
- (c) elective overtime will be paid at the Security Officer Grade 2 or Gatekeeper wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
- (d) the provisions of Clause 24 Rest Period and Subclause 20.28 Overtime Meal Allowance of the Award will not apply.

26.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

27. Call Back

27.1 An employee recalled to work overtime to attend Taronga Conservation Society Australia premises and/or the premises of a client or clients of Taronga Conservation Society Australia (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.

27.2 For TZ Guest Services and Commercial Operations employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, accident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.

27.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 24 Rest Period.

27.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.

27.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.

27.6 This clause does not apply if an employee is regularly required to return to Taronga Conservation Society Australia premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.

27.7 This clause does not apply to the classification of Security Manager.

28. Starting and Finishing Work

- 28.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point. However if an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.
- 28.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

29. Annual Leave

- 29.1 TZ Employees are entitled to 4 weeks annual leave for working a whole year.
- 29.2 TWPZ Employees are entitled to 5 weeks annual leave for working a whole year.
- 29.3 In addition to the annual leave entitlements provided by this clause, permanent employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual leave on the following basis.

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional Annual Leave Entitlement
4 - 10	1 additional days leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

30. Annual Leave Loading

- 30.1 Employees, except for TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers, are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 30.2 TZ Guest Services and Commercial Operations employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 30.3 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 30.4 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 30.5 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 30.6 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 30.7 An annual leave loading will not be paid on resignation or on dismissal for misconduct.

- 30.8 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.

31. Public Holidays and Picnic Days

- 31.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Labour Day and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 31.2 For TWPZ and TZ Capital Works and Infrastructure employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 31.3 For TZ Guest Services and Commercial Operations employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.
- 31.4 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours.

32. Uniforms, Personal Protective Clothing and Equipment

- 32.1 Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 32.2 Taronga will provide permanent TZ Capital Works and Infrastructure employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
 - (b) 3 pairs of shorts/trousers
 - (c) 1 belt (if required)
 - (d) 1 sweatshirt
 - (e) 1 jacket
 - (f) 5 pairs of socks
 - (g) a pair of boots
 - (h) 1 hat
 - (i) 1 pair of sunglasses
 - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 32.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 32.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 32.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.

- 32.6 Protective equipment and clothing, together with replacement uniform items, are provided as needed and unserviceable uniforms and equipment should be returned when a request for replacement is made.
- 32.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 32.8 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 32.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

Firearms

- 32.10 An employee must not carry firearms unless they are required to do so by Taronga.
- 32.11 If an employee is required by Taronga to carry firearms:
- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
 - (b) the firearms will be provided by Taronga; and
 - (c) the firearms will be maintained in a reasonable condition by Taronga.

33. Secure Employment

33.1 Objective of this clause

The objective of this clause is for Taronga to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in Taronga's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

33.2 Casual Conversion

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 33.2(a), upon receiving notice under subclause 33.2(b) or after the expiry of the time for giving such notice, may give 4 weeks notice in writing to Taronga that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga shall consent to or refuse the election, but shall not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of

employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (d) Any casual employee who does not, within 4 weeks of receiving written notice from Taronga, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with Taronga.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 33.2(c), Taronga and the employee shall, in accordance with this subclause, and subject to subclause 33.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between Taronga and the employee.

- (g) Following an agreement being reached pursuant to subclause 33.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

34. Contractors and Volunteers

- 34.1 Subject to the provisions of this clause, wherever possible work carried out at either TWPZ or by a TZ Capital Works and Infrastructure areas, will be performed by employees of Taronga.
- 34.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 34.3 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities (e.g. waste management).
- 34.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 34.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 34.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting the Taronga Conservation Society Australia.

- 34.7 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

35. Anti-Discrimination

- 35.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 35.2 It is the intention of the parties bound by the 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, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 35.3 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of the 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 35.4 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.
- 35.5 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 35.6 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.

36. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 36.1 A Union official or officer may enter Taronga Conservation Society Australia property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 36.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga Conservation Society Australia operations and must be approved by the relevant manager.
- 36.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga Conservation Society Australia property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis, and complying with security procedures for admission onto the property.
- 36.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act 1996*.

Delegates

- 36.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 36.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- 36.7 Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where:
- (a) there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
 - (b) the course is aimed at improving industrial relations and deals with relevant matters including WorkCover and Occupational Health and Safety; and
 - (c) where relevant, there is an opportunity for Taronga Conservation Society Australia participation in or contribution to the course.

Payroll Deductions for Union Membership Subscriptions

- 36.8 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that:
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rules;
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
 - (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1**Wage Rates (Weekly)**

Classification	Weekly 1 July 2008	Weekly 1 July 2009	Weekly 1 July 2010
Apprentice			
Apprentice - 1st year	\$375.13	\$387.49	\$400.26
Apprentice - 2nd year	\$489.58	\$505.71	\$522.37
Apprentice - 3rd year	\$623.46	\$644.00	\$665.22
Apprentice - 4th year	\$717.37	\$741.01	\$765.43
TZ Labourer/Driver/Operator			
Grade 1	\$781.92	\$807.69	\$834.30
Grade 2	\$822.43	\$849.53	\$877.52
Grade 3	\$838.48	\$866.11	\$894.65
TZ Labourer/Driver/Operator (Leading Hand)	\$870.50	\$899.18	\$928.81
TWPZ Labourer			
Grade 1	\$794.03	\$820.20	\$847.22
Grade 2	\$851.92	\$879.99	\$908.99
Grade 3	\$868.37	\$896.99	\$926.54
Grade 4	\$880.87	\$909.90	\$939.88
TWPZ Labourer (Leading Hand)	\$927.14	\$957.69	\$989.25
Water Systems Operator	\$910.92	\$940.94	\$971.94
Water Systems Operator (Leading Hand)	\$933.52	\$964.28	\$996.06
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class)			
Grade 1	\$845.00	\$872.84	\$901.60
Grade 2	\$861.31	\$889.69	\$919.01
TZ Tradesperson - Carpenter, Motor Mechanic, Painter, Plaster, Welder (First Class) (Leading Hand)	\$901.42	\$931.12	\$961.80
TZ Tradesperson - Plumber			
Grade 1	\$853.42	\$881.55	\$910.60
Grade 2	\$870.27	\$898.95	\$928.57
TZ Tradesperson - Plumber (Leading Hand)	\$910.39	\$940.39	\$971.38
Tradesperson - Electrical Fitter			
Grade 1	\$900.04	\$929.70	\$960.34
Grade 2	\$917.57	\$947.81	\$979.04
Tradesperson - Electrical Fitter (Leading Hand)	\$957.69	\$989.25	\$1,021.85
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter	\$887.95	\$917.21	\$947.43
TWPZ Tradesperson - Carpenter, Motor Mechanic, Painter (Leading Hand)	\$928.19	\$958.78	\$990.37
TWPZ Tradesperson - Plumber	\$896.10	\$925.62	\$956.13
TWPZ Tradesperson - Plumber (Leading Hand)	\$937.16	\$968.04	\$999.94
Works and Trades Supervisor			
Year 1	\$986.89	\$1,019.41	\$1,053.00
Year 2	\$1,089.04	\$1,124.93	\$1,162.00
Year 3	\$1,122.48	\$1,159.47	\$1,197.67
Year 4	\$1,210.11	\$1,249.99	\$1,291.18
Year 5	\$1,248.30	\$1,289.44	\$1,331.93
Sky Safari Attendant			
Grade 1	\$641.11	\$662.24	\$684.06
Grade 2	\$666.27	\$688.23	\$710.91
Sky Safari Operator	\$716.28	\$739.88	\$764.26

Senior Sky Safari Operator	\$814.14	\$840.97	\$868.68
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006			
Grade 1	\$654.50	\$676.07	\$698.34
Grade 2	\$730.46	\$754.53	\$779.40
Grade 3	\$772.98	\$798.45	\$824.76
Cleaner (Leading Hand)	\$806.55	\$833.13	\$860.58
Cleaning Supervisor	\$840.53	\$868.23	\$896.84
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006			
Grade 1	\$654.50	\$676.07	\$698.34
Grade 2	\$730.46	\$754.53	\$779.40
Grade 3	\$753.84	\$778.68	\$804.34
Cleaner (Leading Hand)	\$787.41	\$813.36	\$840.16
Cleaning Supervisor	\$821.39	\$848.46	\$876.42
Guest Services Attendant			
Under 16 years	\$385.11	\$397.80	\$410.90
16 years	\$449.30	\$464.11	\$479.40
17 years	\$513.46	\$530.38	\$547.86
18 years and over	\$577.66	\$596.69	\$616.35
Junior Guest Services Officers employed after the date the award is made			
Under 16 years	\$427.43	\$441.51	\$456.06
16 years	\$498.66	\$515.09	\$532.06
17 years	\$569.88	\$588.66	\$608.06
Guest Services Officers; and Guest Services Officers under 18 years employed before the date the award is made	\$641.11	\$662.24	\$684.06
Senior Guest Services Officer	\$666.27	\$688.23	\$710.91
Guest Services Site Co-ordinator	\$780.16	\$805.87	\$832.42
Gatekeeper	\$723.21	\$747.04	\$771.66
Security Officer			
Grade 1	\$723.21	\$747.04	\$771.66
Grade 2	\$746.59	\$771.19	\$796.60
Senior Security Officer	\$772.28	\$797.72	\$824.01
Assistant Security Manager	\$814.14	\$840.97	\$868.68
Security Manager			
Year 1	\$1,208.84	\$1,248.68	\$1,289.82
Year 2	\$1,312.61	\$1,355.87	\$1,400.55
Year 3	\$1,416.37	\$1,463.05	\$1,511.26

SCHEDULE 2

Allowances

Description	Amount as at July 2008 \$
The following allowances will apply from the first full pay period on or after 1 July 2008 and will be increased in line with any State Wage Case decisions following the making of the Award	
Tool Allowance Carpenter	\$26.21 pw
Motor Mechanic	\$26.21pw

Painter	\$6.30 pw
Plasterer	\$21.60 pw
Plumber	\$26.21 pw
Welder (First Class)	\$26.21 pw
The following allowances will apply from the first full pay period on or after 1 July 2008 and will be increased in line with the increases to the wage rates contained in the Award	
Licence Allowance Plumber, Gasfitter and Drainer when required to act on:	
- Plumber licence	\$0.98 ph
- Gasfitter licence	\$0.98 ph
- Drainer licence	\$0.84 ph
- Plumber and gasfitter licence	\$1.33 ph
- Plumber and drainer licence	\$1.33 ph
- Gasfitter and drainer licence	\$1.33 ph
- Plumber, gasfitter and drainer licence	\$1.83 ph
Electricians	
- A Grade Licence	\$38.21 pw
- B Grade Licence	\$20.56 pw
Electrical Fitter tool allowance	\$15.42 pw
Electric Welding (DIRE Certificate)	\$0.57 ph
Plumber Certificate of Registration Allowance	\$0.77 ph
Chokage Allowance	\$7.22 pd
Fouled Equipment Allowance	\$7.22 pd
Senior First Aid Allowance	\$13.17 pw
Occupational First Aid Allowance	\$19.83 pw
On Call (Standby) Allowance	\$0.75 ph
The following allowances will apply from the first full pay period on or after 1 July 2008 and will not be varied during the life of the Award	
Labourer/Driver/Operator Travel Allowance	\$10.20 pw
TWPZ Disability Allowance	\$15.50 pw
Insurance of Tools	\$1,495
The following allowance will apply from the first full pay period on or after 1 July 2008 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office	
Overtime Meal Allowance	\$23.60
The following allowance will apply from the first full pay period on or after 1 July 2008 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).	
Laundry Allowance	\$3.90 pw

SCHEDULE 3**Leave Policies**

HR 3.1 Sick leave Policy
HR 3.2 Carers Leave Policy
HR 3.3 Parental Leave Policy
HR 3.5 Long Service Leave Policy
HR 3.6 Military Leave Policy
HR 3.8 Family and Community Service Leave Policy
HR 3.14 Special Leave Policy

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - GENERAL 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 11 of 2010)

Before Commissioner Connor

16 February 2010

AWARD

1. Delete Schedules 1 to 4 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

SCHEDULE 1

RATES OF REMUNERATION

1. It is expressly noted that the rates of remuneration in Schedules 1 and 4 have taken into account, and include payment, for the following factors:
 - (a) Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
 - (b) Overtime - in excess of 40 hours each week.
 - (c) Annual Leave.
 - (d) Long Service Leave.
 - (e) Public Holidays.
 - (f) Picnic Day.
 - (g) Sick Leave.
 - (h) Return on capital invested.
 - (i) Depreciation.
 - (j) Lease Costs.
 - (k) Registration and compulsory third party insurance.
 - (l) Comprehensive insurance.
 - (m) Public liability insurance.
 - (n) Personal accident insurance.
 - (o) Administrative overheads.
 - (p) Fuel.

- (q) Oil.
- (r) Tyres.
- (s) Repairs and maintenance.
- (t) Industry - specific allowances.

2. Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

4. Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

Table One - Vehicle Rates

(Where the Energy Grants (Credits) Scheme is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 to 5 Tonnes	33.30	39.94	29.22	39.98	23.78	39.99
5 to 8 Tonnes	39.14	51.90	33.27	51.90	25.44	51.87
8 to 10 Tonnes	45.53	64.26	37.74	64.27	32.22	64.21
10 to 12 Tonnes	60.36	89.33	47.39	89.60	38.83	89.57
12 to 14 Tonnes	77.87	112.66	58.88	112.42	46.59	112.38
14 Tonnes +	86.63	132.64	64.80	132.72	49.87	132.69
Single Axle Prime Mover	63.24	121.31	49.52	121.38	40.77	121.32
Bogie Axle Prime Mover	89.07	139.65	66.56	139.69	51.15	139.65

Table Two - Vehicle Rates**(Where the Energy Grants (Credits) Scheme does not apply)**

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	29.58	37.29	25.60	37.48	n/a	n/a
2 to 5 Tonnes	33.30	42.99	29.21	43.04	23.78	43.06
5 to 8 Tonnes	39.14	55.59	33.25	55.79	25.44	52.82
8 to 10 Tonnes	45.53	68.24	37.71	68.80	32.22	65.45
10 to 12 Tonnes	60.36	95.84	47.35	95.08	38.83	91.36
12 to 14 Tonnes	77.87	120.43	58.82	120.53	46.59	114.44
14 Tonnes +	86.63	142.56	64.72	141.78	49.87	135.21
Single Axle Prime Mover	63.24	129.93	49.48	130.40	40.77	123.58
Bogie Axle Prime Mover	89.07	149.51	66.49	149.53	51.15	142.28

SCHEDULE 2

Procedure and Time for Adjustments of Rates and Amounts

- (1) The rates prescribed in Schedules 1 and 4, together with the additional amounts in Schedule 3, shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- (2) The Union shall make application to the Industrial Relations Commission of New South Wales for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- (3) The parties to this Determination shall confer with a view to reaching agreement on the variation. In default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
- (4) The first adjustment shall operate from 1 July 1984.
- (5) The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- (6) The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- (7) Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- (8) If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- (9) The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
Wage Factor Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
Return on Capital Depreciation Lease Cost	Adjust by the Average Percentage Change in the price of a Sterling Louisville Prime Mover, as Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles) as determined by "The Red Book".
Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).
Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.

Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67 Parts: 33 Total 100</p> <p>"Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

- (10) The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
- (11) The additional amounts in Schedule 3 - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
- (12) Cost Recovery for variations in the Price of fuel:
- (a) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
 - (b) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
 - (i) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
 - (ii) subject to paragraphs (iii) and (iv) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
 - (iii) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
 - (iv) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
 - (c) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (b) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
 - (d) The fuel index, reflecting current rates, is 110.27 cents per litre. This index is exclusive of GST.

SCHEDULE 3

Additional Amounts

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$18.12 per day
Dual Axle	\$23.75 per day
Tri Axle	\$29.21 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.67 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$2.77 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity : \$ 4.40 per day

Up to and including 6,000 lbs. capacity: \$6.02 per day.

Side-Loading Devices:

\$19.42 per day

SCHEDULE 4

Container Depots And Waterfront Areas

- The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination, provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

(a) Where:

- (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (ii) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(b) If a carrier is:

- (i) ineligible to apply for the rebate pursuant to the scheme; or
- (ii) has not been requested to apply for the rebate pursuant to the scheme; or
- (iii) has become ineligible to claim a rebate pursuant to the scheme; or
- (iv) the scheme is abolished

then the principal contractor shall the pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

(c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Rebate	No-Rebate
Not less than 8 and not greater than 10 tonnes	42.69	43.32
Not less than 10 and not greater than 12 tonnes	51.86	52.63
Not less than 12 and not greater than 14 tonnes	61.81	62.91
Not less than 14 Tonnes.	67.98	69.26
Single - Axle Prime Mover	58.36	59.62
Bogie Axle Prime Mover	70.01	71.39

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

40 ft Skel trailer	\$47.89 per day
40 ft General Purpose trailer	\$47.89 per day
Dog or Pig trailer	\$35.84 per day
Pup trailer	\$23.93 per day
20 ft Skel trailer	\$43.10 per day

4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

40 ft trailer	\$2.50 per hour
Dog/Pig trailer	\$4.91 per hour
Pup trailer	\$3.61 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
2. This variation shall take effect from 16 February 2010.

P. J. CONNOR, Commissioner.

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SERIAL C7454

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA10/1 - Veolia Environmental Services Pty Ltd NSW Carriers Agreement 2009

Made Between: Veolia Environmental Services Pty Limited -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 9 February 2010 and commenced 1 July 2009.

Description of Employees: The Contract agreement applies to all carriers employed by Veolia Environmental Services (Australia) Pty Ltd, located at Cnr. Unwin & Shirley St. Rosehill, NSW 2142, engaged in the Solid Commercial Waste Division currently at Enfield and other such locations that this Division may operate from who provide transport and cartage services for the collection and removal of waste.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.