

**TRANSPORT FOR NSW SALARIES AND CONDITIONS OF  
EMPLOYMENT AWARD 2017**

## **AWARD**

### **Arrangement**

#### **PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS**

##### **SECTION 1 - APPLICATION AND OPERATION**

1. Introduction
2. Interpretation
3. Title
4. Area, Incidence and Duration
5. Dispute Settlement Procedure (DSP)
6. Union rights
7. Classifications, Salary and Allowances
8. Consultation and Change
9. No Extra Claims
10. Local arrangements
11. Work Environment
12. Anti-Discrimination

##### **SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS**

13. Probationary Period
14. Forms of Employment
15. Contractors and Labour Hire
16. Termination of Employment
17. Abandonment of Employment
18. Hours of Work
19. Flexible Working Hours
20. Flexible Working Arrangements
21. Leave Provisions
22. Public Holidays
23. Transfer Allowances
24. Overtime
25. Travelling Expenses
26. Remote Locations Living Allowance
27. Higher Grade
28. Salary Packaging
29. Work Health and Safety

#### **PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

30. TOCs and TIOs
31. TMC shiftworkers Other than TOCs and TIOs and Transport Commanders
32. Transport Commanders
33. CBD Taskforce and Replacement Bus Transport Services TLMs, EMBs and DMSOs
34. CBD Taskforce and Replacement Bus Transport Services ATCs and STIMs

#### **SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**

#### **SCHEDULE B - ALLOWANCES AND EXPENSES**

#### **SCHEDULE C -TRANSITIONAL ARRANGEMENTS**

## **PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS**

### **SECTION 1 - APPLICATION AND OPERATION**

#### **1. Introduction**

- 1.1 On 1 November 2011, Transport for NSW (TfNSW) was established pursuant to Part 1A of the Transport Administration Act 1988 (NSW).
- 1.2 The Transport Service is the service in which employees who are the staff of TfNSW are employed.
- 1.3 This award sets out salaries and conditions of employment for Employees in the Transport Service in the classifications specified in this award.

#### **2. Interpretation**

##### 2.1 Definitions

Accrued Day Off (ADO) means the day not being a holiday, that an Employee has off duty arising from the working of a 19 day month.

Act means Transport Administration Act 1988.

Dispute Settlement Procedure (DSP) means the procedure outlined in Clause 5.

Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

Employee means all persons employed as a member of the Transport Service in the TfNSW Group who are not designated as a Transport Service senior manager or as a Transport Service senior executive as defined in the Act.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary in accordance with s68C(3) of the Act.

Extended Leave means long service leave as provided by sub clause 21.5.

FACSL means Family and Community Service Leave in accordance with subclause 21.4.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or 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 of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in Clause 18.1.

IRC means Industrial Relations Commission of New South Wales.

LWOP means Leave Without Pay.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which that is declared as an additional holiday for a specified part of the State under the Public Holidays Act.

On Call means an Employee who is required by the Employer to be available outside their normal working hours for recall to duty.

Part-Time Employee means a person employed on a permanent or temporary basis in accordance with clause 14.8, including an Employee working a job share arrangement.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian University or recognised equivalent and is employed in a position where a degree in engineering is a requirement.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

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

Secretary means the Secretary of the Department of Transport.

(Note: a reference to any action taken by the Secretary or the Employer under this award is, where appropriate, taken to mean a reference to action taken by a delegate of the Secretary).

Shift means a turn of duty during which work is performed.

Shiftworker means an Employee working in the TMC who works rostered shifts.

Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.

Temporary Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.

TfNSW Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the TfNSW Group.

TIOs means Employees employed as Transport Information Officers in the Transport Management Centre.

TMC means the Transport Management Centre.

TOCs means Duty Manager Operations Controllers, Deputy Duty Manager Operations Controllers, Senior Transport Operations Controllers and Transport Operations Controllers in the Operations Unit of the Transport Management Centre.

Transport Service means the Transport Service of New South Wales established by the Act.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

### **3. Title**

This Award shall be known as the Transport for New South Wales Salaries and Conditions of Employment Award 2017.

### **4. Area, Incidence and Duration**

4.1 This Award shall apply to:

- (a) The Employer; and
- (b) Employees.

4.2 This Award comes into effect on [date made] and will remain in force up to 30 June 2019.

4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2016.

4.4 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (c) the Australian Rail, Tram and Bus Industry Union NSW (RTBU);
- (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
- (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA).

4.5 An agreement made under s68D(2) of the Act shall override this Award to the extent of any inconsistency.

4.6 The parties will make best endeavours to commence discussions in relation to the next Award six months prior to the nominal expiry date of this Award.

## 5. Dispute Settlement Procedure (DSP)

- 5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.
- 5.2 Subject to Clause 9.1, this procedure shall apply to any Dispute that arises about the following:
- (a) matters pertaining to the relationship between the Employer and Employees;
  - (b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or
  - (c) the operation and application of this Award.
- 5.3 Any Dispute shall be resolved according to the following steps:
- STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.
- STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Principal Manager Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager Industrial Relations being notified of a dispute involving other than local issues.
- STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.
- STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.
- 5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.
- 5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.
- 5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.
- 5.7. All timeframes above are exclusive of weekends and public holidays.
- 5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.
- 5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the DSP. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

## 6. Union Rights

### 6.1 Union Delegates

- (a) The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace.
- (b) Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
  - (i) represent members in bargaining;
  - (ii) represent the interests of members to the Employer;
  - (iii) consult with union members and other Employees for whom the delegate is a representative; and
  - (iv) place union information on a union noticeboard in a readily accessible and visible location.
- (c) Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- (d) Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- (e) Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- (f) Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
  - (i) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
  - (ii) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
  - (iii) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
  - (iv) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and

- (v) attendance at meetings as a member of a vocational or industry committee.
- (g) Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
  - (i) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (ii) all travelling expenses being met by the Employee or the Union;
  - (iii) attendance being confirmed in writing by the Union or a nominated training provider.
- (h) The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference or other accredited activity referred to above is known.
- (i) Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- (j) If a delegate undertakes duties in accordance with this clause while on leave, TfNSW will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.

## 6.2 Union Delegates' access to the Employer's facilities

- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.
- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

## **7. Classifications, Salary and Allowances**

- 7.1 Employees, other than Professional Engineers, are employed in the classifications set out in Part 1 of Schedule A.
- 7.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 7.3 Employees will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 7.4 Employees will be paid applicable allowances and expenses in accordance with Schedule B of this Award.
- 7.5 Salary and allowance adjustments provided for in this Award are as follows:
  - (a) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2017;
  - (b) salaries will increase by 2.5% from first pay period commencing on or after 1 July 2018;
  - (c) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) and (b) rounded to the nearest 10 cents.



- (d) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Treasury (NSW Industrial Relations) circulars and Schedule B amended as required.
- 7.6 Where an Employee has completed 12 months service at a level within a classification and the Employee's manager confirms that the Employee's conduct, performance and attendance is satisfactory, the Employee will progress one level within the Employee's classification.
- 7.7 Each Employee will be paid fortnightly.
- 7.8 Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.
- 7.9 The transitional arrangements for Employees who join the Transport Service, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C, and who immediately prior to their employment were employed in a public transport agency, as defined in the Act, are set out in Schedule C. The transitional arrangements in Schedule C only apply to Employees who are appointed to a position that is at their equivalent TfNSW grade in Schedule C.
- 7.10 First Aid Allowance  
Where the Employer designates an Employee who is qualified, as specified in Items 12 and 13 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
8. Consultation and Change
- 8.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this award and Employees.
- 8.2 Senior management representatives of the Employer and nominees of each of the Union parties will meet quarterly as a consultative committee – and at other times as agreed – to consult on matters which have organisational wide impact or implications.
- 8.3 The Consultative Committee will also consider strategic workforce planning issues. Appropriate information will be provided to the Unions to facilitate such discussions.
- 8.4 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will consult with Employees and their employee representatives.
- (a) The Employer will provide relevant information about:
- (i) The proposed change;
  - (ii) Effects on the Employees; and
  - (iii) The rationale for the proposed changes based on business needs.
  - (iv) How the changes comply with 14.2 (Preference for Direct Permanent Employment) and 15 (Contractors and Labour Hire) of the Award.
- (b) The Employer will meet with the affected Employees and their Employee Representative and discuss the effects of the changes on the Employee(s) concerned and measures

proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.

- (c) The Employees(s) will be given an opportunity and reasonable time to provide input and discuss the proposed change with their Employee Representatives, to consider the change and respond to any proposed changes.
- (d) The Employer will respond to any feedback provided by Employees and their Employee Representatives.

- 8.5 To facilitate improved change management, the Employer is committed to working with the Employees and their Employee Representatives through the Consultative Committee to develop and implement a Change Management Framework consisting of guidelines and principles for managing change based on the principles contained in the NSW Public Service Agency change management standards and subject to Government policy.
- 8.6 The Employer shall consult with Employees, Employee Representatives and other parties to this award prior to the introduction of any technological change that impacts on the working arrangements of Employees.
- 8.7 Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at Clause 5.

#### **9. No Extra Claims**

- 9.1 During the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the IRC or any other industrial tribunal.
- 9.2 The terms of subclause 9.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.
- 9.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 are not prohibited by this clause.

#### **10. Local Arrangements**

- 10.1 Local arrangements may be negotiated between the Employer and union parties to this award in relation to any matter contained within the award.
- 10.2 All local arrangements negotiated between the Employer and the union parties must:
  - a) be approved in writing by the Employer;
  - b) be approved in writing by the union parties to this Award;
  - c) include provisions for the duration, review, and termination of the agreement; and
  - d) be contained in a formal document signed by all parties to this Award.
- 10.3 A local arrangement approved in accordance with this clause, will override this award to the extent of any inconsistencies.

## **11. Work Environment**

- 11.1 Workplace Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces by:
- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
  - (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
  - (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - (d) developing strategies to assist the rehabilitation of injured Employees.
- 11.2 The Employer will allow Employees elected as committee members, reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member.
- 11.3 Equality in employment - The Employer is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- 11.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

## **12. Anti-Discrimination**

- 12.1 It is the intention of the Employer 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.
- 12.2 It follows that in fulfilling their obligations under Clause 5 (Dispute Settlement Procedure) of 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.
- 12.3 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.
- 12.4 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.

12.5 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

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

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

## **SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS**

### **13. Probationary Period**

13.1 All new Employees, other than an Employee who immediately prior to their employment in the Transport Service was employed in the NSW Public Sector, will be subject to a probationary period of 3 months, except where the Employer specifies a probationary period of 6 months.

13.2 The Employer may extend a 3 month probationary period once up to a maximum of 6 months.

### **14. Forms of Employment**

14.1 The Employer recognises the benefit of retaining relevant and valued knowledge, experience and transferable skills for the delivery of high quality value for money services for the NSW travelling public.

14.2 It is consistent with this recognition and purpose that the Employer will use direct permanent employment as the preferred and predominant staffing option.

14.3 Where a Permanent Employee is appointed to a fixed (or limited) term project role/position, the Employee will retain Permanent Employee status.

14.4 The Employer will work with the Employees and their Employee representatives to develop and implement workforce planning solutions under clause 8 of this Award. In developing the workforce planning solutions, the following will be taken into consideration:

- the preference under 14.2 for permanent employment as the predominant staffing option;
- the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;
- the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;
- the benefits and impacts on Employees and the Employer of temporary and permanent employment; and

- other issues as deemed appropriate by the parties.
- 14.5 With the exception of Employees covered by Part B (employed in the TMC) no Employee will be employed to perform shiftwork or be required to perform shiftwork.
- 14.6 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No employee will be engaged as a casual employee.
- 14.7 Full-Time Employment
- A Full-Time Employee is an Employee employed to work for thirty five hours per week.
- 14.8 Part-Time Employment
- (a) A Part-Time Employee shall be engaged to work agreed contract hours per week (for no less than three hours per day) and employed to work fewer ordinary hours than the ordinary hours worked by a Full Time Employee.
  - (b) Part-Time work may be undertaken with the agreement of the Employer. Part-Time work may be undertaken in a part-time position or under a part-time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
  - (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for Part-Time Employees is the same as for Full-Time Employees.
  - (d) Part-Time Employees receive full time entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
  - (e) Additional hours
    - (i) The Employer may request, but not require, a Part-Time Employee to work additional hours in excess of their contract hours.
    - (ii) Subject to 18.13, for the time worked in excess of the Employee's contract hours and up to the normal full-time hours for the classification, part-time Employees shall:
      - (A) be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the Employee is entitled to five weeks annual leave, or
      - (B) if working under a Flexible Working Hours scheme under clause 19 of this Award, can elect to be paid as per clause 14.8(e)(ii)(A) or have the time worked credited as flexible working hours.
    - (iii) For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 24 without the need to be working under flexible hours in clause 24.3.
- 14.9 Temporary Employment
- a) A Temporary Employee shall be entitled to the same salary and conditions as permanent employees in the same classification.
  - b) Temporary Employees are not entitled to redundancy payments.

- c) Subject to 14.2, an engagement of a Temporary Employee may be on either a full-time or part-time basis and in the following circumstances:
  - i. a fixed period of not more than 24 months in the one role (subject to ii to iv following); or
  - ii. for a specified project; or
  - iii. for an entry level program, including for trainees, graduates, scholars, cadets or VET cadets; or
  - iv. to backfill a role temporarily vacated by a Permanent Employee, including for maternity relief, secondments or career breaks.
- d) A Temporary Employee engaged under 14.9(c)(i) will be made permanent after 24 continuous months in the one role. This provision will come into effect 24 months from the making of this Award.
- e) Where a Temporary Employee has been engaged under 14.9 (c)(iv) and the role is subsequently permanently vacated, 14.9(d) shall apply.
- f) The employer will not seek to terminate a temporary engagement to avoid the provisions of clause 14.9(d).

14.10 The Employer may offer permanent employment to a Temporary Employee after 12 continuous months' employment in a role (the Original Role), subject to the following criteria:

- a) the Employee was initially employed in the Original Role following an advertised merit process;
- b) the permanent appointment is to be to a role that is of equivalent grade (unless the Employee agrees to a lower grade) and equivalent capabilities to the Original Role;
- c) the Employee has demonstrated satisfactory performance in the Original Role under the Employer's performance management system and has demonstrated satisfactory conduct.
- d) the Employee has the relevant capabilities, skills, qualifications and experience to enable the Employee to perform the duties of the role.

## **15 Contractors and Labour Hire**

- a) Consistent with subclause 14.2 the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- b) Whilst the Employer may be required to utilise contractors or labour hire for a variety of reasons, the Employer will not use such labour to undermine the terms and conditions of employees under this Award.
- c) In considering whether to engage contingent labour, the Employer will consider whether:
  - i. there are any existing Employees who are suitable and available to carry out the work;
  - ii. there is an urgent or pressing need to meet business requirements; or
  - iii. there are specialist skill and/or capability requirements cannot be met from within the agency.

## **16. Termination of Employment**

16.1 The Employer will not terminate an Employee's employment unless:

- (a) the Employee has been given, in writing, the period of notice required by this clause;
- (b) the Employee is guilty of serious misconduct; or
- (c) all relevant legislative provisions have been complied with.

16.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

- 16.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.
- 16.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.
- 16.5 Employees may terminate their employment by giving notice in writing in accordance with the table in sub clause 16.2 above, or by forfeiting salary in lieu of notice.
- 16.6 Where the Employer has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- 16.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.
- 16.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

### **17. Abandonment of Employment**

- 17.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 17.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.

### **18. Hours of Work**

- 18.1 The ordinary hours of work shall be 35 hours per week.
- 18.2 Except as provided for in Clause 18.13 and Part B of this Award, the ordinary hours shall be worked between 7.00 am and 7.00 pm, Monday to Friday inclusive.
- 18.3 No Employee shall be required to work more than five consecutive hours without a meal break.
- 18.4 Meal breaks must be given to and taken by Employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration. For Employees working hours in accordance with 18.7(a) with a prescribed break of more than 30 minutes, the Employee and Employer may agree, when operationally convenient, to reduce the break to not less than 30 minutes.

- 18.5 The ordinary hours may be standard pursuant to clause 18.7(a) or flexible pursuant to clause 19 and may be worked on a full time or part time basis.
- 18.6 The Employer shall ensure that all Employees are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 18.7 The following working arrangements apply according to the requirements of the Employer:
- (a) the ordinary hours for an Employee working standard hours will be Monday to Friday, 7 hours, 22 mins per day / 19 days per 4 week period (fixed); or
  - (b) flexible working hours (clause 19).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 18.8 Employees working in accordance with 18.7(a) will be entitled to:
- (a) have an accrued day off (ADO) during each four week work cycle; and
  - (b) where the Employee is directed to work and cannot take their ADO during that four week work cycle then any such accrued ADO shall be carried over and taken at a mutually convenient time.
- 18.9 Where an Employee working standard hours is directed to work between 7am and 7:30am, or 6pm and 7pm, such hours shall be overtime and managed in accordance with the overtime provisions of this Award.
- 18.10 Where an Employee working standard hours is directed to work more than 7 hours, 22 minutes in any one day (excluding breaks) the hours in addition to 7 hours, 22 minutes shall be paid as overtime and managed in accordance with the overtime provisions of this Award.
- 18.11 Employees who are lactating mothers may take lactation breaks for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk. This is in addition to any other rest period and meal break as provided for in this award.
- (a) A Full-Time Employee, or a Part-Time Employee working more than 4 hours per day, is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
  - (b) A Part-Time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes.
  - (c) Employees shall be provided with access to:
    - (i) a suitable private space, with comfortable seating, for the purpose of breastfeeding or expressing milk; and
    - (ii) suitable facilities, such as refrigeration and a sink, where practicable.
- 18.12 An Employee who is required to undertake urgent personal business, attend to essential religious obligations or is late for work, can seek approval to make up that time on the same or on other days as agreed between the Employee and the Employer or take flex leave if working under Flexible Working Hours (clause 19).
- 18.13 Additional Conditions for Sydney Metro Community Information Centre Staff
- (a) Employees working in the Sydney Metro Community Information Centre may be required to work their ordinary hours of duty:



- (i) between 8.20 am and 4.20 pm on a Saturday; and
  - (ii) between 6.00 pm and 7.00 pm on a Monday to Friday,  
provided such ordinary hours shall be paid at the ordinary rate plus a loading of 50 per cent
- (b) The 50 per cent loading paid under 18.13(a) may be taken as Time off in Lieu (TOIL) by agreement between the Employee and Employer.
  - (c) The ordinary hours of duty shall be worked over a two week roster cycle.
  - (d) Employees shall not be required to work more than five consecutive days during the roster cycle.
  - (e) The minimum hours to be worked on a Saturday shall be four for Full Time Employees and three for Part Time Employees.

### **19. Flexible Working Hours**

19.1 Flexible working hours is defined as where an Employee is able to:

- (a) vary their start and finish times within the bandwidth;
- (b) accrue one flex day (7 hours) in each 4 week settlement period;
- (c) take flex leave at any time throughout the 4 week settlement period with management approval.

19.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:

- (a) A flexible working hours scheme in terms of this subclause may operate subject to operational requirements, as determined by the Employer.
- (b) Flexible working hours will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (c) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses (k), (n) and (o) of this clause, all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (d) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (e) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (f) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- (g) Maximum hours of work on any day to be accredited as flex-time will be 10 hours, excluding breaks.
- (h) Lunch break - The standard lunch period shall be no less than ½ hour and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.

- (i) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flexleave must coincide.
- (j) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (k) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 17.2(m) and 17.2(p), additional hours are forfeited.
- (l) Any credit of hours outstanding on an Employee's last day of duty, is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.
- (m) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flexleave.
- (n) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:
  - (i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
  - (ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.
  - (iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/extended leave.
- (o) Flexleave - Subject to operational requirements:
  - (i) An Employee may use credit hours to take off one full day or two half days in a settlement period of 4 weeks.
  - (ii) Flexleave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
  - (iii) Flexleave may be taken on consecutive working days.
  - (iv) Absences on flexleave may be combined with other periods of authorised leave.
- (p) Banked days - If an Employee is unable to take flex leave in accordance with paragraph (o) of this subclause due to operational requirements, an Employee can bank flexleave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

## **20. Flexible Working Arrangements**

- 20.1 Flexible work arrangements may be agreed between the Employer and a staff member.
- 20.2 In addition to leave and flexible working hours arrangements, examples of workplace flexibility initiatives that may be considered include:
- (a) Working from home
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis  
Job-sharing
  - (d) Transition to retirement arrangements
- 20.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 20.4 The Employer will not unreasonably refuse a staff member's request for a flexible working arrangement as long as the arrangements can be structured to maintain business efficiency and productivity.

## **21. Leave Provisions**

### **21.1 Annual Leave**

- (a) Subject to this clause, annual leave is in accordance with the Annual Holidays Act.
- (b) Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- (c) An employee who takes unpaid adoption, maternity or parental leave in accordance with this Award, is entitled to take Annual leave on half pay at the same time.
- (d) Limits on accumulation and direction to take leave:
  - (i) Employees must take at least two weeks of annual leave every 12 months, and this shall be given by the Employer before the expiration of the period of one year after the date upon which the right to take the holiday accrued.
  - (ii) The minimum period of annual leave available to be granted shall be a quarter day.
  - (iii) Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the Employee.
- (e) Subclause 21.1(d)(i) will not apply if an Employee has accumulated annual leave for a special purpose approved by the Employer, for example, an overseas holiday.
- (f) Annual leave does not accrue during leave without pay, other than:
  - (i) military leave taken without pay when paid military leave entitlements are exhausted;
  - (ii) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
  - (iii) any continuous period of sick leave taken without pay when paid sick leave is exhausted;

- (iv) incapacity for which compensation is authorised under the Workplace Injury Management and Workers Compensation Act 1998 and Workers Compensation Act 1987; or
  - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (g) An Employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (h) Annual leave loading
- (i) Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.
- (ii) The annual leave loading shall be paid to Employees subject to the following conditions:
- (A) The full entitlement to the loading on annual leave that an Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.
  - (B) In the event of no such absence occurring by 30 November of the following year, an Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
  - (C) On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

## 21.2 Sick Leave

- (a) An Employee is entitled to take paid accrued sick leave in accordance with this clause.
- (b) Sick leave on full pay accrues day by day to an Employee at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (c) During the first 4 months of employment, an Employee can access up to 5 days paid sick leave even though that leave has not yet accrued.
- (d) Employees are required to provide medical certificates or other evidence when sick leave exceeds two consecutive days.
- (e) Subject to any restrictions imposed as a result of unsatisfactory attendance, Employees are entitled to take 5 single days of total sick leave in any one year as uncertified absences, after which all leave requires a medical certificate or other evidence supporting a sick leave absence.

- (f) Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Sick Leave - Workers Compensation
  - (i) Pending determination of a claim under the Workers Compensation Act 1987, on production of an acceptable medical certificate, an Employee shall be granted sick leave on full pay for which the Employee is eligible followed, if necessary, by sick leave without pay or, at the Employee's election by accrued annual leave or extended leave.
  - (ii) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
  - (iii) An Employee who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the Employee's ordinary rate of pay. Sick leave utilised in this way shall be debited against the Employee.

### 21.3 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide care and support when a person identified in paragraph (c) of this clause is ill, or requires care due to an unexpected emergency.
- (b) Employees will be entitled to Carer's Leave when:
  - (i) their entitlements to Family and Community Service Leave is exhausted; and
  - (ii) they are responsible for the care and support of a category of person set in paragraph (c) of this clause.
- (c) Categories of people for which Carer's Leave can be obtained:  
 Employees will be entitled to Carer's Leave for the care and support of an ill:
  - (i) Family Member;
  - (ii) relative who is a member of the same household where, for the purposes of this definition:
    - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
    - (C) 'household' means a family group living in the same domestic dwelling.
- (d) Other forms of leave and carer's responsibilities  
 An Employee may elect, with the Employer's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (e) The Employee shall, if required:

- (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
  - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) 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.

#### 21.4 Family and Community Service Leave

- (a) Employees will be granted paid Family and Community Service Leave (FACSL) in accordance with this clause.
- (b) FACSL will be granted:
  - (i) for reasons related to responsibilities for a Family Member ;
  - (ii) for reasons related to the death of a Family Member or relative;
  - (iii) for reasons related to performance of community service; or
  - (iv) in case of pressing necessity, natural disaster or major transport disruption.
- (c) The maximum amount of FACSL that an Employee will be granted at ordinary rates is:
  - (i) two and a half days in the first 12 months of service; or
  - (ii) five days in any period of two years after the first 12 months of service; or
  - (iii) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee,

whichever is the greater.
- (d) If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days will be granted on a discrete, per occasion basis to a staff member.

#### 21.5 Extended Leave

- (a) General

Extended leave for Employees will accrue and be granted in accordance with section 68HA of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014.

- (b) Extended Leave Entitlements

- (i) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:
  - 44 working days at full pay, or
  - 88 working days at half pay, or

22 working days at double pay.

- (ii) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.
- (iii) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subparagraph (i) above on a pro rata basis of 4.4 working days per completed year of service.
- (iv) Employees who are employed part-time are entitled to extended leave on the same basis as that applying to a Full-Time Employee but payment for the leave is calculated on a pro rata basis.

## 21.6 Maternity Leave

### (a) General

- (i) Maternity leave is available to all female Employees to enable them to take care of their new born child, retain their position and return to work within a reasonable period of time after they have given birth.
- (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

### (b) Paid Maternity Leave

Employees who have completed at least 40 weeks continuous service prior to the expected date of birth are entitled to paid maternity leave at their ordinary rate of pay for:

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

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

### (c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:
  - (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
  - (B) for a further period ending not more than 12 months after the date of giving birth.
- (ii) Employees who take maternity leave may reach agreement with the Employer to also take leave after the date of birth:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.
- (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

## 21.7 Adoption Leave

### (a) General

- (i) Employees are entitled to adoption leave when they are to be the care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

### (b) Paid Adoption Leave

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

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

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

### (c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) Employees who take adoption leave may also reach agreement with the Employer to also take leave:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

### (d) Special Adoption Leave

An Employee is entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. As an alternative to special adoption leave an Employee can elect to charge the period of leave against annual leave, extended leave, flexleave or family and community service leave.

## 21.8 Parental Leave

### (a) General



- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
  - (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
  - (iii) Parental leave is granted without pay except as provided in paragraph (d) of this subclause.
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 21.8(b) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
- (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
    - (A) One week on full pay, or
    - (B) Two weeks on half pay.
  - (ii) The period of paid leave does not extend the current entitlement of leave in accordance with 21.8(a)(i) or (b), but is part of it.
- (e) Taking of Parental Leave
- Employees who take parental leave may reach agreement with the Employer to also take leave:
- (i) part-time over a period not exceeding two years; or
  - (ii) partly full-time and partly part-time over a proportionate period of up to two years.

#### 21.9 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

#### 21.10 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced their hours during the 24 month period; or
- (c) at a rate based on the hours worked prior to the subsequent period of leave where the Employee has not reduced their hours.

#### 21.11 Alternative Duties

If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

#### 21.12 Return to work after Maternity, Adoption or Parental leave

- (a) An Employee who has taken leave in accordance with clause 21.6, 21.7 or 21.8 may make a request to the Employer to:
  - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 24 months (on a full time basis) or 36 months (on a part time basis);
  - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the Employee in reconciling work and parental responsibilities.

- (b) The Employer shall consider a request under sub clause (a) having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) An Employee has the right to his/her former position if she/he has taken leave in accordance with 21.6, 21.7, 21.8 or 21.12(a)(i) or part time work in accordance with 18.12(a)(ii) and she/he resumes duty immediately after the approved leave or work on a part time basis.
- (d) If the position occupied by the Employee immediately prior to the taking of leave in accordance with clause 21.6, 21.7, 21.8 or 21.12 (a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position of the same grade and classification as the Employee's former position.

#### 21.13 Military Leave

- (a) During the period of 12 months commencing on 1 July each year, the Employer shall grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the Employee's unit.
- (b) Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 21.13(a) of this clause.

- (c) At the expiration of any period of military leave, the Employee shall furnish to the Employer a certificate of attendance and details of the Employee's reservist pay signed by the commanding officer or other responsible officer.

#### 21.14 Purchased Leave

- (a) An Employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (b) Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- (c) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (d) The leave will count as service for all purposes.
- (e) The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- (f) The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- (g) Purchased leave is subject to the following provisions:
  - (i) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
  - (ii) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
  - (iii) Sick leave cannot be taken during a time when purchased leave is being taken.
  - (iv) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (v) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
  - (vi) A higher duties payment will not be paid when purchased leave is being taken.
- (h) Specific conditions governing purchased leave may be amended from time to time by the Secretary in consultation with the Union parties.

#### 21.15 Leave Without Pay

Where an Employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.

#### 21.16 Observance of Essential Religious and Cultural Obligations

Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:

- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,

will be granted annual/extended leave, flex leave or LWOP to observe the obligations.

#### 21.17 Study Leave without pay

Where an Employee is on study leave without pay and financial assistance is approved by the Employer for all or part of a study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.

#### 21.18 Special Leave

Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

##### (a) Jury Duty

- (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
- (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.
- (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.

(b) Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

##### (c) Witness at Court - Crown Witness

- (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

- (ii) A staff member subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) NAIDOC Day - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) Domestic Violence - When the leave entitlements referred to in clause 19.19 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to seven days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) Blood Donation - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) Bone Marrow - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) Electoral Returning Officer - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
  - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
  - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
  - (iii) up to 3 days Special Leave to attend an election training course.
- (j) Sport - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at the Olympic, Paralympic or Commonwealth Games.
- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days' Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
  - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
  - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.

- (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
- (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
- (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
- (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.

#### 21.19 Leave for Matters Arising from Domestic Violence

- (a) Leave entitlements provided for in subclauses 21.2 (Sick Leave) and 21.3 (Carer's Leave) and 21.4 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- (b) Where the leave entitlements referred to in paragraph (a) above are exhausted, the Employer shall grant Special Leave as per clause 21.18 (f).
- (c) The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (d) Personal information concerning Domestic Violence will be kept confidential by the Employer.
- (e) The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

## **22. Public Holidays**

22.1 Employees are entitled, without loss of pay, to the following standard public holidays:

- (a) New Year's Day;
- (b) Australia Day;
- (c) Good Friday;
- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;

- (j) Christmas Day;
- (k) Boxing Day;
- (l) and an additional day between Boxing Day and New Year's Day,

and such other Local Holiday, public holiday/s or substitute day as ordered by the government from time to time.

22.2 Employees directed to work on public holidays are to be paid, excluding for overtime:

- (a) a loading of 150% of the ordinary hourly base rate of pay for any time worked on such holiday; and
- (b) an additional day's pay at ordinary rates.

22.3 Where Employees are not required to work on a public holiday and where the holiday is due they shall receive payment of the monetary value of the day.

22.4 Employees are not entitled to a public holiday where it occurs under the following circumstances:

- (a) During approved leave of absence without pay exceeding one (1) month.
- (b) When an Employee covered by Part B is rostered to work and is absent without leave.
- (c) When an Employee is on strike or is suspended without pay.

22.5 Public holidays occurring during the taking of annual leave shall be treated as additional to the quantum of annual leave being taken.

22.6 An Employee required to work on a Local Holiday will be granted time off in lieu on an hour for hour basis for the time worked on the Local Holiday.

22.7 If a Local Holiday falls during the period of an Employee's absence on leave, the Employee is not entitled to the holiday.

### **23. Transfer Allowances**

23.1 General

Where an Employee has been appointed, transferred at the initiative of the Employer or redeployed in to a position that necessitates the Employee relocating their home they will be reimbursed for all reasonable costs of moving in accordance with this clause. An Employee will be reimbursed as these expenses are incurred.

23.2 Pre Location Visit

- (a) The Employer will reimburse reasonable costs associated with a pre-location visit based on the provision of receipts.
- (b) These costs include a maximum of three nights' accommodation, excluding travel time, hire car expenses if incurred, and all meals according to Schedule B. If the Employee does not accept the relocation the Employee will not be reimbursed for these costs. The visits are treated as on duty for that portion of the visit approved by the Employer. Claims for excess travel time, overtime or any other like payment will not be considered. In most cases travel will be by train unless the Employee cannot comfortably reach the destination in one day.

### 23.3 Removal Costs

The Employer will reimburse the costs of moving the Employee's personal effects to the new location. Reimbursement will be subject to the presentation of three quotes. The Employee will be entitled to move their household furniture and effects and generally includes a household's normal contents and outdoor equipment such as play equipment, garden tools, portable Barbeque and small garden shed. The Employee's manager may approve the removal of certain additional items over and above normal removal entitlements, subject to the supply of all receipts.

### 23.4 Storage

The Employer will arrange and pay for the storage of household goods and effects until the Employee finds suitable accommodation i.e. the Employee moves in to their new home. Subject to the relevant approval the Employer will reimburse the storage costs of certain effects for up to one year.

### 23.5 Travel To New Location

It is expected that an Employee who owns a motor vehicle will drive the motor vehicle to the new location except as otherwise approved by the Employer. Where the Employee owns a second motor vehicle it is expected that another family member will drive the second vehicle to the new location. In both instances the Employer will meet the costs associated with the driving of the motor vehicle. The Employer will meet all reasonable accommodation and meal costs incurred en-route to the new location.

### 23.6 Temporary Accommodation

If the Employee is required to move out of their current home before they are due to leave for the new position the Employer will arrange temporary accommodation for the Employee and their immediate family for a period of no more than seven days prior to travel to the new location. Any extension will be subject to managerial approval and only in exceptional and unavoidable circumstances. The Employer will assist in the cost of short term accommodation at the new location for up to 14 days after arrival at the new location or until suitable permanent accommodation becomes available i.e. to a maximum of six weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

### 23.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of five days paid leave to pack, unpack and oversee the transfer of their belongings, if necessary. Travel to the new location is regarded as on duty.

### 23.8 Permanent Accommodation

#### (a) Home Rental (Bond)

If an Employee was renting their home at the old location they will be eligible for costs associated with breaking the current lease and advance on the bond for a rental property at the new location, which is to be repaid, either in a lump sum payment or deducted from the Employee's pay over a six month period.

#### (b) Home owner

(i) If an Employee owns a home in the old location they will be eligible to receive assistance in the cost of selling that home, the cost of purchasing a home in the new location in order to receive sale and purchasing assistance. Employees must



sell their current property and purchase a new property at the new location within 12 months of the move.

- (ii) The following sales costs will be reimbursed:
  - (A) selling agent's commission, except for an unsuccessful auction;
  - (B) marketing costs;
  - (C) solicitor/conveyancer costs and disbursements;
  - (D) mortgage discharge or penalty exit fees up to a maximum of six months interest;
  - (E) if a solicitor/conveyancer is not engaged, the actual costs incurred with the sale of the dwelling; and
  - (F) if a selling agent is not engaged, expenses incurred in advertising up to a maximum of 10% of the Commission that would otherwise have been payable.
- (iii) The following purchase costs will be reimbursed:
  - (A) solicitors'/conveyancer professional costs and disbursements;
  - (B) valuation fees and stamp duty;
  - (C) if a solicitor/conveyancer is not engaged, expenses incurred in connection with settlement expenses;
  - (D) mortgage setup fees; and
  - (E) expenses incurred in relation to housing loan insurance, building inspection and pest inspection.
- (c) Costs are to be paid by the Employee and subject to reimbursement on the production of sufficient receipts/evidence. As some of the above benefits are subject to fringe benefits tax they will be reported on the Employee's group certificate.

## **24. Overtime**

### **24.1 General**

- (a) An Employee may be directed by the Employer to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (i) The Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
  - (ii) Any risk to the Employee's health and safety;
  - (iii) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;

- (iv) The notice (if any) given by the Employer regarding the working of the overtime, and by the Employee of their intention to refuse overtime; or
  - (v) Any other relevant matter.
- (b) Payment for overtime shall be made only where the Employee works directed overtime.
  - (c) Any hours directed to be worked outside the Employee's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, shall be overtime and managed in accordance with the overtime provisions of the Award.
  - (d) A manager may request an employee who works flexible working hours to work overtime where they want an employee to work more than 8 ordinary hours (excluding breaks) in any one day. Where an employee agrees to the request, such hours shall be paid as overtime.
  - (e) For Employees working under a flexible working hours scheme:
    - (i) Where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue.
    - (ii) Where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
  - (f) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

#### 24.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause 24.3 (Overtime Rates) applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (d) Overtime is not payable for time spent travelling.

#### 24.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in clause 2.1 Definitions of this Award.
- (b) Rates - Overtime shall be paid at the following rates:
  - (i) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

- (ii) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - (iii) Sundays - All overtime worked on a Sunday at the rate of double time.
  - (iv) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If an Employee is absent from duty on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.
- (d) An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (e) Rest Periods:
- (i) An Employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (ii) Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then the Employee shall be paid at the appropriate overtime rate until released from duty for eight hours. The Employee will then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

#### 24.4 Recall to Duty

- (a) An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- (b) The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- (c) When an Employee returns to the place of work 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 shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- (d) When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This clause shall not apply in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside the Employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of

ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

#### 24.5 On-Call (Stand-By) and On-Call Allowance

- (a) When required to be on call, an Employee shall be:
  - (i) paid an allowance as set out in Item 1 of Schedule B per rostered day or shift, and the amount as set out at Item 2 of Schedule B for a non-rostered day or shift.
  - (ii) available outside of ordinary working hours;
  - (iii) able to be contacted immediately;
  - (iv) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
  - (v) in a fit state, free of alcohol or drugs, in accordance with the Transport for NSW Drug and Alcohol Policy, as amended from time to time.
- (b) If an Employee who is on call is called out by the Employer, the overtime provisions as set out in clause 24.3 - Overtime Rates shall apply to the time worked;
- (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

#### 24.6 Overtime Meal Breaks

- (a) Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Employees working flexible hours - An Employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Employees generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

#### 24.7 Overtime Meal Allowances

- (a) Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 3 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.
- (b) Where the allowance payable under paragraph (a) above is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Employer shall approve payment of actual expenses incurred by the Employee.

#### 24.8 Rate of Payment for Overtime

An Employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Transport Service Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Transport Service Grade 8 plus \$1.00 per annum, unless the Employer approves payment for directed overtime at the Employee's salary or, where applicable, salary and allowance in the nature of salary.

#### 24.9 Payment for Overtime or Leave in Lieu

The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu at the overtime rate in accordance with clause 24.3(b). This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick Family Member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

#### 24.10 Special Projects

- (a) The Employer may determine that in order to achieve the most efficient and effective service for a special project, that it is necessary for staff who work flexitime hours in accordance with clause 19, Flexible Working Hours, to suspend those arrangements and in lieu work special overtime arrangements under a special project approved by the Employer.
- (b) In the event that the Employer makes a determination in accordance with sub clause 24.10(a), the Employee will be paid overtime for all hours worked in excess of 7 hours on any one day, at the rates contained in Clause 24.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

### **25. Travelling Expenses**

25.1 The Employee is to obtain an authorisation for all official travel prior to incurring any travel expense. All expenses authorised in writing will be paid by the Employer including, where applicable, the allowances in Clause 25.2.

#### 25.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars, and shown at Items 4 - 11 of Schedule B, for the following allowances:
  - (i) travel allowances (involving overnight stay);
  - (ii) meal allowances (not requiring overnight accommodation);
  - (iii) rates for use of private motor vehicles.
- (b) Payment of any actual expenses shall be subject to the production of receipts, unless the Employer is prepared to accept other evidence from the Employee.

#### 25.3 Meal Allowances - Journeys not requiring Overnight Accommodation

##### (a) Eligibility

A meal allowance will be paid for travel on official business only when:

- (i) the Employee returns to their residence or headquarters on the same day;

- (ii) has the meal away from their residence or headquarters;
  - (iii) the Employee incurs expenditure in obtaining the meal; and
  - (iv) a break from work or travel of 30 minutes is taken to have the meal.
- (b) Provided that:
- (i) Breakfast - the travel must have started before 6.00 am and at least one hour before the Employee's normal starting time.
  - (ii) Lunch - a lunch meal allowance will only be paid when the Employee is required to travel a total distance on the day of at least 100 kilometres, and as a result, the meal is taken at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.
  - (iii) Employees, whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters, are not entitled to a lunch allowance.
  - (iv) Dinner - An evening meal allowance will only be paid when the meal is eaten after 6.30 pm.

#### 25.4 Travel Allowance

- (a) An Employee who is required by the Employer to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal expenses (if not provided by the Employer) and incidental expenses as published from time to time by the NSW Treasury (NSW Industrial Relations) circulars and as set out in Items 7 and 8 of Schedule B.
- (b) The Employer shall determine whether the Employee is to obtain overnight accommodation, taking into consideration the Employee's safety and whether the Employee is finishing work late or commencing work early.
- (c) As an alternative to these provisions, the Employer could make other arrangements by agreement with the Employee to meet the travelling expenses properly and reasonably incurred by an Employee who is required to work at a temporary work location.
- (d) This clause does not apply to Employees who are on an Employee-initiated secondment.
- (e) When an Employee working from a temporary work location takes overnight accommodation, the Employee shall be entitled to claim the reimbursement of any expenses (including meal expenses) properly and reasonably incurred during the time spent at the temporary work location in excess of the allowance in paragraph (a) above.

#### 25.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under clause 25.4 is not payable in respect of:
  - (i) Any period during which the Employee is at their residence at weekends or public holidays;
  - (ii) Any period of leave; or
  - (iii) Any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.

- (b) An Employee shall be entitled to an allowance under this clause, in the following circumstances:
- (i) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location; or
  - (ii) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

#### 25.6 Compensatory Travel Leave/Payment

- (a) Employees are entitled to be paid ordinary-time payment or, if requested by the Employee and agreed by the Employer, compensatory leave, when directed to travel (outside normal working hours) on or in connection with official business in the following circumstances:
- (i) Where travel is on a non-working day for time spent in travelling after 7.30 am;
  - (ii) Where travel is on a working day for time spent in travelling before their normal commencing time or after their normal ceasing time, subject to the following conditions:
    - (A) the time normally taken for the periodic journey from home to headquarters and return is deducted from Employees' travelling time (except on a non-working day);
    - (B) periods of less than a quarter of an hour on any day shall be disregarded;
    - (C) travelling time shall not include any period of travel between 11.00 pm on any one day and 7.30am on the following day where Employees have travelled overnight and accommodation has been provided for them;
    - (D) travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport;
    - (E) travelling time shall not include time spent in travelling on permanent transfer where the transfer involves promotion which carries increased salary or where the transfer is for disciplinary reasons or where the transfer is made at the Employee's request; or by ship on which meals and accommodation are provided.
- (b) Where Employees qualify for travel allowance or compensatory leave or ordinary time payment for official travel they shall be entitled to have any necessary waiting time treated as travelling time subject to the following condition:
- (i) Where overnight accommodation is provided at a centre, any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except:
    - (A) where duty is performed on the day of such departure, any necessary waiting time from completion of such duty until departure shall be counted; and

- (B) where no duty is performed on that day of such departure, necessary waiting time after the Employee's normal commencing time until such departure shall be counted.
- (c) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (d) Employees that are in receipt of a salary in excess of the rate applicable to the maximum rate for Transport Service Grade 8, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for Transport Service Grade 8, plus \$1.00 per annum, as adjusted from time to time.
- (e) An Employee who receives an allowance for travel outside normal hours or whose salary includes compensation for travel outside normal hours shall not be entitled to compensatory leave or ordinary time payment for excess travelling and waiting time.
- (f) When an Employee stops on a journey to take a meal, the time spent in taking the meal does not count for travelling compensation.
- (g) The maximum amount of compensatory leave or ordinary time payment which shall be granted in any period of 24 consecutive hours is 8 hours.

#### 25.7 Private Motor Vehicle Allowance

Where the Employer authorises an Employee to use their private motor vehicle for work the Employee shall be paid an allowance at the appropriate rate at Item 9, 10 or 11 of Schedule B, subject to the Employee bearing the cost of:

- (a) ordinary daily travel by private motor vehicle between the Employee's residence and normal work location, and
- (b) any distance travelled in a private capacity.

#### 25.8 Damage to Private Motor Vehicle Used for Work

- (a) Where an Employee is authorised to use their private vehicle for work and it is damaged while being used, any normal excess insurance charges prescribed by the insurer which are incurred shall be reimbursed by the Employer, provided:
- (i) the damage is not due to gross negligence by the Employee; and
- (ii) the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the Employee, the Employer shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
- (i) the damage was sustained on approved work activities; and



- (ii) the costs cannot be met under the insurance policy due to the normal excess clauses.

## **26. Remote Locations Living Allowance**

26.1 An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

- (a) Indefinitely stationed and living in a remote area as defined in subclause 26.2 of this clause; or
- (b) Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 26.2 of this clause.

26.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- (a) Grade A allowances - the rate shown as Grade A in Item 14 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in paragraphs 26.2(b) and 26.2(c) of this subclause;
- (b) Grade B allowances - the rate shown as Grade B in Item 14 of Schedule B in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- (c) Grade C allowances - the rate shown as Item 14 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

26.3 The dependant rate for each grade is payable where the Employee has a dependant as defined and the Employee's dependant(s) resides within the area that attracts the remote area allowance and the Employee's spouse, if also employed in the Public Sector, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.

26.4 For the purposes of this clause dependant is defined as:

- (a) the spouse of the Employee (including a de facto spouse);
- (b) each child of the Employee aged eighteen years or under;
- (c) each son and daughter of the Employee aged more than eighteen years but less than twenty six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- (d) any other person who is part of the Employee's household and who is, in the opinion of the Employer, substantially financially dependent on the Employee.

26.5 Where Employees are in receipt of the remote location living allowance provided for in Sub Clause 26.1 and work temporarily outside the areas listed in Sub Clause 26.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.

26.6 Assistance to Employees Stationed in a Remote Area when travelling on Annual Leave:

- (a) An Employee who:
- (i) is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Department of Premier and Cabinet; and
  - (ii) Proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 15 of Schedule B for the additional costs of travel. The use of the word dependant in Schedule B has the same meaning as in subclause 26.4.
- (b) Allowances under this sub clause do not apply to Employees who have less than three years' service and who, at the date of engagement, were resident in the defined area.

26.7 An Employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:

- (a) the Employee continues in employment; and
- (b) the dependants continue to reside in the area specified; and
- (c) military pay does not exceed the Employee's salary plus the remote locations living allowance.

If the military salary exceeds the Employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

## **27. Higher Grade**

- 27.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.
- 27.2 Where in any one period of higher duties of five consecutive days or more the Employee does not perform the whole of the duties of the higher graded position, the Employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position. The Employer will advise the Employee of the percentage to be paid, and the basis for its calculation.

## **28. Salary Packaging**

- 28.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this award and/or any salary payable under an agreement made under s 68D(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 28.2 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 28.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 28.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 28.5 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
  - (b) any administrative fees.
- 28.6 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- (a) Superannuation Guarantee Contributions;
  - (b) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
  - (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

## **29. Work Health and Safety**

- 29.1 For the purposes of this clause, the following definitions shall apply:

A "labour hire business" is a business (whether an 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 for the purpose of such staff performing work or services for that other employer.

A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by 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.

- 29.2 If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (c) 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
  - (d) 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.

- 29.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.
- 29.4 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.

## **PART B - CONDITIONS COVERING SHIFTWORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

### **30. TOCs and TIOs**

30.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

#### **30.2 Hours of Work**

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Other than Employees on probation, the ordinary hours of work shall be 70 hours worked over a 2 week roster cycle. Employees shall be rostered to work shifts of 12 hours 10 minutes, including a 30 minute meal break and a 20 minute paid crib break.

(iii) Employees on probation may be rostered to work shifts of at least 7 hours and 30 minutes and up to 12 hours and 10 minutes. Until an Employee on probation is rostered for shifts of 12 hours 10 minutes on a permanent basis, they will be paid for any hours worked in excess of 7 at overtime rates.

(iv) When rostered for shifts of 12 hours 10 minutes full time Employees shall not be required to work more than three consecutive days in any seven day period.

(c) Where Employees are rostered to work shifts of 12 hours 10 minutes:

(i) They shall be entitled to a rest break of at least 10 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.

(ii) They shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break of at least 10 consecutive hours, payment shall be at the rate of double time, or double time and one half if on a public holiday until they are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.3.

(iii) Where Employees have not observed a rest break of at least 10 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double

time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 30.3.

(d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
- (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
- (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 30.4.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered on shifts of 12 hours 10 minutes shall after a further 5 hours of work have a paid crib break of 20 minutes.

### 30.3 Shiftwork

(a) For the purposes of this sub clause:

- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

- (i) Payment for day shift shall be at the ordinary rate of pay,
- (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
- (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,

- (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
  - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
  - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
  - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
- Full time Employees shall be credited with an additional 5 days recreational leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
  - (ii) Rosters will be made available at least 30 calendar days in advance.
  - (iii) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
  - (iv) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

#### 30.4 Overtime Worked by TOCs and TIOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 70 hours per fortnightly pay period between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.
- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.

(f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

(g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

### 30.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 9 days each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) During the first 4 months of employment, an Employee can access up to 3 days paid sick leave even though that leave has not yet accrued.

## **31. TMC Shiftworkers other than TOCs and TIOs and Transport Commanders**

31.1 This clause applies to TMC Shiftworkers who are Transport Spokespersons, Senior Transport Spokespersons, Senior Transport Information Managers and Transport Liaison Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

31.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

31.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours 22 minutes over 19 days per 4 week period. A rostered day off must not fall on a public holiday.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 31.4.

31.4 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.

- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

### 31.5 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters will be made available at least 30 calendar days in advance.
- (c) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 31.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime



which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.

- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

### **32. Transport Commanders**

32.1 This clause applies to TMC Transport Commanders. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

32.2 For the purpose of this clause:

"Day shifts" shall be those shifts worked between 7.00 am and 5.00 pm.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 3.00pm.

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 7.00am.

32.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 35 hours per week Monday to Friday in shifts of 7 hours.
- (b) No Employee shall work more than five consecutive hours without a meal break of 30 minutes.
- (c) An Employee is entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift.
- (d) Where an Employee has not observed a rest break of at least 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as Employees are released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 32.4.

32.4 Payment for Shift Work:

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.

32.5 Shift Rosters

- (a) Employees shall be rostered to work shifts on a rotating basis as required by the Employer. Rotating shifts shall rotate weekly commencing Friday.
- (b) Rosters will be made available at least 30 calendar days in advance.

- (c) The Employer will consult with the affected Employee(s) regarding a change to a rostered shift.
- (d) Where notice is given of a change in shift with less than 7 days notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.
- (e) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift in any period of three working weeks other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

### 32.6 Payment of Overtime

When not rostered on call, payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess 7 hours per day or 35 hours per week between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time, or double time and one half on a public holiday, until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

### **33. TMC CBD Taskforce and Replacement Bus Transport Services Transport Liaison Managers, Emergency Bussing Managers and Digital Media Support Officers**

- 33.1 This clause applies to Transport Liaison Managers (TLMs), Emergency Bussing Managers (EBMs) and Digital Media Support Officers (DMSOs) dedicated to the CBD taskforce and

Replacement Bus Transport Services. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

### 33.2 Hours of Work

(a) Ordinary Hours

The ordinary hours of work shall be 35 per week.

(b) Full Time Employees

(i) Employees shall be continuous shift workers.

(ii) Ordinary hours of work shall be 140 hours worked over a 4 week roster cycle.

(iii) Employees shall be rostered to work shifts lengths of:

(a) 11 hours, 40 minutes; or

(b) 8 hours, 45 minutes; or

(c) 7 hours, 22 minutes

excluding unpaid meal breaks.

(iv) Shift lengths will be consistent over the course of a week.

(v) Employees shall not be required to work more than:

(a) 19 days over a four week cycle;

(b) 5 days in any 7 day period;

(c) three consecutive 12 hour, 10 minute shifts in any seven day period.

(vi) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that:

(a) at least two sets of consecutive RFDs are granted; and

(b) at least one of those sets falls on a weekend.

(c) Breaks Between Shifts

(i) Employees shall be entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:

(a) 8 hours where they are rostered to work shifts less than 10 hours; or

(b) 10 hours where they are rostered to work shifts of 10 hours or more.

(ii) Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours Employees shall be given a rest break of at least 4 consecutive hours. Where Employees are directed to resume work without having a rest break provided at clause 33.2(c)(i), they will be paid at the relevant rate set out in clause 33.2(c)(iii).

(iii) Where Employees have not observed a rest break provided for in clause 33.2(c)(i) prior to the commencement of the next ordinary shift, they shall be paid

at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period set out in clause 33.2(c)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 33.3.

(d) Part Time Employees:

- (i) A Part-Time Employee shall be engaged to work agreed contract hours. Weekly contract hours will be a minimum of 25 hours and fewer ordinary hours than the ordinary hours worked by a Full-Time Employee.
- (ii) The pattern of contract hours to be worked will be agreed in writing and may only be varied with the consent of the Employer and the Employee. The minimum contract hours of work per day will be five hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be seven hours.
- (iii) For time worked in excess of the full-time hours of the classification payment shall be made at the appropriate overtime rate in accordance with clause 33.4.

(e) Meal Breaks

Employees shall not work more than 5 hours from the commencement of a shift without having a minimum 30 minutes meal break. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

### 33.3 Shiftwork

(a) For the purposes of this sub clause:

- (i) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (ii) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12 noon.
- (iii) 'Afternoon shift' shall mean those shifts commencing at or after 12 noon and before 4.00pm.
- (iv) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

(b) Payment for Shift Work

- (i) Payment for day shift shall be at the ordinary rate of pay,
- (ii) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent,
- (iii) Payment for afternoon shift (on Monday to Friday) shall be at the ordinary rate of pay plus 12 ½ per cent,
- (iv) Payment for night shift (on Monday to Friday) shall be at the ordinary rate of pay plus 15 per cent.
- (v) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,

- (vi) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
  - (vii) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
  - (viii) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
  - (ix) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
  - (x) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.
- (c) Additional Annual Leave
- (i) Full time Employees shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12th of a day for each complete month that an Employee works.
- (d) Shift Rosters
- (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
  - (ii) Rosters shall be made available at least 30 calendar days in advance.
  - (iii) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
  - (iv) The Employer will consult with affected Employee(s) regarding a changed to a rostered shift.
  - (v) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater.

### 33.4 Overtime Worked by TLMs, EBMs and DMSOs

Payment of overtime shall be made at the following rates:

- (a) All time worked in excess of 11 hours 40 minutes per shift or 140 hours per 4 week cycle between midnight Sunday and midnight Saturday, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Each period of overtime shall stand alone.
- (b) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
- (d) An Employee who works overtime on a rostered day, off Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate overtime rates.

- (e) An Employee required to work a shift on a day on which they are not rostered and given less than 24 hours notice in advance will be paid one meal allowance in accordance with Schedule B Item 3.
- (f) The formula for the calculation of overtime at ordinary rates shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

Provided that:

- (g) Employees working overtime which extends beyond a period of one and one-half hours from their normal finishing time shall, at the conclusion of one and one-half hours, have a meal break and be paid a meal allowance in accordance with Schedule B Item 3. Meal breaks shall be of 30 minutes duration and shall be paid for as time worked.

### 33.5 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

## **34. CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers**

34.1 This clause applies to CBD Taskforce and Replacement Bus Transport Services Area Transport Coordinators and Senior Transport Information Managers. To the extent this clause conflicts with a clause in Part A, this clause will prevail.

34.2 For the purpose of this clause:

"Early morning shift" shall mean those shifts commencing at or after 4.00am and before 6.00am.

"Day shifts" shall be those shifts commencing at or after 6.00 am and before noon.

"Afternoon shifts" shall be those shifts commencing at or after noon and before 4.00pm.

34.3 Hours of Duty shall be as follows:

- (a) The ordinary hours of work shall be 140 hours worked over a 4 week roster cycle, between the hours of 4am and 11pm.
- (b) Employees shall be rostered to work shifts lengths of:
  - (i) 11 hours, 40 minutes; or
  - (ii) 8 hours, 45 minutes; or
  - (iii) 7 hours, 22 minutes
 excluding unpaid meal breaks.

- (c) Shift lengths will be consistent over the course of a week.
- (d) Employees shall not be required to work more than:
  - (ii) 19 days over a four week cycle;
  - (iii) 5 days in any 7 day period;
  - (iv) three consecutive 12 hour, 10 minute shifts in any seven day period.
- (e) Employees will receive at least 9 roster free days (RFDs) per 4 week cycle arranged so that at least two sets of consecutive RFDs are granted.
- (f) No Employee shall work more than five consecutive hours without a meal break of 30 minutes. Employees rostered for a further 5 hours of work will be provided a paid crib break of 20 minutes.

#### 34.4 Breaks Between Shifts

- (a) An Employee is entitled to a rest break between the cessation of an ordinary rostered shift and the commencement of the next rostered shift of at least:
  - (i) 8 hours where they are rostered to work shifts less than 10 hours; or
  - (ii) 10 hours where they are rostered to work shifts of 10 hours or more.
- (b) Where an Employee has not observed a rest break provided for in clause 34.4(a) prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday, calculated at the ordinary salary rate until such time as Employees are released from duty for the period specified in clause 34.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 34.5.

#### 34.5 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.
- (b) Payment for early morning shift (on Monday to Friday) shall be at the ordinary rate of pay plus 10 per cent.
- (c) Payment for afternoon shift (on Monday to Friday) shall be at the Employee's ordinary rate of pay plus 12½ per cent.
- (d) Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay,
- (e) Payment for all ordinary time worked on a Sunday shall be at the rate of double the ordinary rate of pay,
- (f) Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one half of the ordinary rate of pay,
- (g) Employees rostered off on a public holiday shall be credited with a day in lieu for each such day.
- (h) In the case of full-time Employees, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.

- (i) Shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 per cent annual leave loading, whichever is the more favourable.

#### 34.6 Shift Rosters

- (a) Employees shall be rostered to work shifts as required by the Employer. Rotating shifts shall rotate weekly commencing Monday.
- (b) Rosters shall be made available at least 30 calendar days in advance.
- (c) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (d) the Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (e) Where notice is given of a change in shift with less than 7 days' notice any shift so worked shall be paid at the rate of the previously rostered shift provided it is greater
- (f) An Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift other than at their own request or by agreement between the Employee concerned and the Employer. Should an Employee be required to work afternoon shift for more than two consecutive working weeks (other than at their own request or by agreement between the Employee concerned and the Employer) the Employee shall be paid at the rate of time and one-half of the ordinary rate for all ordinary time worked on afternoon shift in excess of two consecutive weeks until the shifts are rotated.

#### 34.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to paragraph (e) of this subclause, all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a four week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter based on the Employee's ordinary rate of pay. For this purpose each period of overtime shall stand alone.
- (b) Any work carried out on Sundays shall be paid for at the rate of double time.
- (c) Any work carried out on public holidays shall be paid for at the rate of double time and one-half.
- (d) An Employee who works overtime on a rostered day off, Saturday or Sunday or on a public holiday shall be paid a minimum payment for three hours work at the appropriate rates.

Provided that:

- (e) An Employee shall not be required to be on duty for more than 14 consecutive hours. After being on duty for 14 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where they are directed to resume without having had a rest break of eight consecutive hours they shall be paid at the rate of double ordinary time or double time and one half on a public holiday until released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rate.



- (f) Employees working overtime which extends beyond a period of one and one-half hours from the normal finishing time of a shift shall, at the conclusion of such period of one and one-half hours, be entitled to a meal break and to the meal allowance, in accordance with Schedule B Item 3. Meal breaks taken during any period of overtime which has been worked as an extension of an afternoon shift shall be of 30 minutes duration and shall be paid for as time worked.
- (g) An Employee required to work a shift on a rostered day off shall be paid at overtime rates in accordance with paragraph (a) of this subclause.
- (h) Unless the Employee concerned has been notified at least twenty-four hours in advance of the requirement to work overtime, one meal allowance shall be paid for during such shift in accordance with Schedule B Item 3.

#### 34.8 Sick leave

- (a) Sick leave on full pay accrues day by day to an Employee at the rate of 105 hours each calendar year, and any such accrued leave, which is not taken, is cumulative.
- (b) When accessing sick leave, the Employee will be debited the hours equivalent to the shift the Employee was rostered to perform had they not taken sick leave.
- (c) During the first 4 months of employment, an Employee can access paid sick leave for up to 35 hours even though that leave has not yet accrued.

**SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**

Part One

Classification	Level	1 July 2016	+2.5% Effective 1 July 2017	+2.5% Effective 1 July 2018
Transport Service Grade 1	Level 1A	49,176	50,405	51,666
	Level 1B	50,405	51,665	52,957
	Level 1C	51,636	52,927	54,250
	Level 1D	52,865	54,187	55,541
	Level 1E	54,094	55,446	56,833
Transport Service Grade 2	Level 2A	54,382	55,742	57,135
	Level 2B	55,742	57,136	58,564
	Level 2C	57,103	58,531	59,994
	Level 2D	58,462	59,924	61,422
	Level 2E	59,823	61,319	62,852
Transport Service Grade 3	Level 3A	60,170	61,674	63,216
	Level 3B	61,674	63,216	64,796
	Level 3C	63,177	64,756	66,375
	Level 3D	64,681	66,298	67,955
	Level 3E	66,185	67,840	69,536
Transport Service Grade 4	Level 4A	66,996	68,671	70,388
	Level 4B	68,672	70,389	72,149
	Level 4C	70,346	72,105	73,907
	Level 4D	72,022	73,823	75,668
	Level 4E	73,695	75,537	77,426
Transport Service Grade 5	Level 5A	75,558	77,447	79,383
	Level 5B	77,447	79,383	81,368
	Level 5C	79,336	81,319	83,352
	Level 5D	81,226	83,257	85,338
	Level 5E	83,115	85,193	87,323
Transport Service Grade 6	Level 6A	84,237	86,343	88,501
	Level 6B	86,343	88,502	90,714
	Level 6C	88,449	90,660	92,927
	Level 6D	90,555	92,819	95,139
	Level 6E	92,660	94,977	97,351
Transport Service Grade 7	Level 7A	94,187	96,542	98,955
	Level 7B	97,012	99,437	101,923
	Level 7C	99,838	102,334	104,892
	Level 7D	102,664	105,231	107,861
	Level 7E	105,490	108,127	110,830

Transport Service Grade 8	Level 8A	106,916	109,589	112,329
	Level 8B	110,123	112,876	115,698
	Level 8C	113,331	116,164	119,068
	Level 8D	116,537	119,450	122,437
	Level 8E	119,745	122,739	125,807
Transport Service Grade 9	Level 9A	123,116	126,194	129,349
	Level 9B	126,808	129,978	133,228
	Level 9C	130,501	133,764	137,108
	Level 9D	134,194	137,549	140,988
	Level 9E	137,889	141,336	144,870

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2017 and 1 July 2018.

#### Part Two

Classification	Level	Effective 1 July 2016	+2.5% Effective 1 July 2017	+2.5% Effective 1 July 2018
Professional Engineer Grade A	Level 1	84,237	86,343	88,501
	Level 2	88,449	90,660	92,927
	Level 3	90,555	92,819	95,139
	Level 4	94,187	96,542	98,955
	Level 5	97,012	99,437	101,923
	Level 6	99,838	102,334	104,892
Professional Engineer Grade B	Level 1	102,664	105,231	107,861
	Level 2	106,916	109,589	112,329
	Level 3	111,508	114,296	117,153
	Level 4	116,152	119,056	122,032
	Level 5	119,745	122,739	125,807
Professional Engineer Grade C	Level 1	123,116	126,194	129,349
	Level 2	128,038	131,239	134,520
	Level 3	132,961	136,285	139,692
	Level 4	137,889	141,336	144,870

^ In accordance with clause 7.5(a) and (b) salaries will increase by 2.5% from the first full pay period on or after 1 July 2017 and 1 July 2018.

### SCHEDULE B - ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject	Amount Effective 1 July 2016	Amount Effective 1 July 2017	Amount Effective 1 July 2018
Item 1*	On Call (Rostered Day)	37.31	38.20	39.20
Item 2*	On Call (Non Rostered Day)	56.38	57.80	59.20
Item 3#	Overtime Meal	\$29.40	#	#
Item 4#	Breakfast Meal (no overnight stay)	\$26.45	#	#
Item 5#	Lunch Meal (no overnight stay)	\$29.75	#	#
Item 6#	Dinner Meal (no overnight stay)	\$50.70	#	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location – see relevant NSW Treasury (NSW Industrial Relations Circular)	#	#
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters	\$19.05	#	#
Item 9#	Private use of Motor Vehicle – up to 1600 cc	66 cents per km	#	#
Item 10#	Private use of Motor Vehicle – between 1601cc and 2600cc	66 cents per km	#	#
Item 11#	Private use of Motor Vehicle – over 2600 cc	66 cents per km	#	#
Item 12*	Holders of St John's Ambulance	868.18	889.90	912.10
Item 13*	Holders of current occupational first aid certification issued within the previous three years and in charge of a First aid room in a workplace of 200 or more	1303.80	1336.40	1369.80

Item 14#	Remote Location (with dependants) Grade A Grade B Grade C	\$1996 pa \$2647 pa \$3535 pa	#	#
	Remote Location (without dependants) Grade A Grade B Grade C	\$1393 pa \$1856 pa \$2477 pa	#	#
Item 15#	Remote Location Annual Leave Travel			
	By Private Vehicle	Appropriate casual rate up to maximum of 2850 kms less \$49.20	#	#
	Other Transport (with dependants)	Actual reasonable expenses in excess of \$49.20 and up to \$329.55	#	#
	Other Transport (without dependants)	Actual reasonable expenses in excess of \$49.20 and up to \$162.80	#	#
	Rail Travel	Actual rail fare less \$49.20	#	#

\*Subject to Award Increase/s, in accordance with 7.5(c).  
# means amended in accordance with clause 7.5(d).

## **SCHEDULE C -TRANSITIONAL ARRANGEMENTS**

### **1. Transitional Arrangements**

The transitional arrangements for each Transport Agency are shown in Tables 1-7 below.

Code X - Employees will transition across to the same or next higher incremental TfNSW salary level and will be eligible to progress to the next incremental TfNSW salary level on the anniversary of their appointment to the position.

Code Y - Employees will transition across to the same or next higher incremental TfNSW salary level and will retain their existing increment date for progression to the next TfNSW incremental salary level.

Code Z - Employees will continue to progress through the incremental salary range within their existing grade from their former agency until they reach the maximum increment point, whereupon they will be transitioned across to the maximum increment in the appropriate grade within the TfNSW classification structure and thereafter be paid by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

### **2. Personal Salaries - Code Z**

Employees will continue to be afforded a personal salary and incremental salary progression until promoted to a position and receiving a higher rate of pay. The Employee's personal rate of pay and incremental salary range will also be subject to future Award increases.

### **3. Annual Award Increases**

Employees who remain on the incremental salary range with their existing Grade from their former agency will continue to receive annual increases in accordance with the industrial instrument in force of the time of their transition.

Transitioning Employees will not be entitled to receive 2 award increases in rates of pay under separate industrial instruments during the same calendar year.

Employees who have received an increase in rates of pay under their former agency's Award or Enterprise Agreement during the first half of the year will not be transitioned across onto the Transport for NSW Classification Structure until the rates therein have also been increased during the same calendar year.

### **4. Former Railcorp Employees**

Employees who have progressed to the maximum salary within their former RailCorp Grade will transition across to the TfNSW Grade after 1 April 2013 at the maximum increment in the appropriate TfNSW grade and will thereafter retain their existing rate of pay by way of a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Employees who have not yet progressed to the maximum incremental salary level within their former RailCorp Grade will continue to be employed within that Grade until they progress to the maximum incremental salary level at which time they will then transition across to the maximum increment in the appropriate TfNSW Grade and thereafter be paid by way of a personal salary.

Subject to the provisions of 3 above, after the RailCorp Enterprise Agreement expires on 31/3/2014, the rates of pay and incremental salary levels for these Employees will be subject to Award increases in rates of pay that apply to other Employees who are covered under the TfNSW classification structure.

## 5. Former Maritime Employees

Former Maritime Employees will transition across to the appropriate TfNSW Grade after 1 July 2013 and will thereafter retain their existing rate of pay as a personal salary unless they are promoted or transferred by Employer direction and receive a higher rate of pay.

Subject to the provisions of 3 above, after 1 July 2013 the Employee's personal rate of pay will also be subject to future Award increases in rates of pay that apply to other

**Table 1 - Rates of Pay, Equivalent Grades and Transitional Arrangements for DoT Employees Transitioning to Transport for NSW**

DoT Grade	DoT Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	DOT Increment Transitional Code
1	40,606	1	43,563	X
	42,023		43,563	X
	43,492		43,563	Y
	45,015		45,741	X
			46,830	
	47,919			
2	46,590			Z
	48,225			Z
	49,909			Z
	51,662			Z
3	53,466	2	48,175	Z
	55,338		49,379	Z
	57,271		50,584	Z
	59,277		51,788	Z
			52,993	
4	61,357	4	59,348	Z
	63,500		60,832	Z
	65,723		62,315	Z
	68,025		63,799	Z
			65,282	
5	70,494	6	74,620	X
	72,868		74,620	Y
	75,572		76,486	Y
	78,061		78,351	X
			80,217	
	82,082			
6	80,793	7	83,435	Y
	83,622		85,938	Y
	86,545		88,441	Y
	89,574		90,944	X
			93,447	
7	92,710	8	94,710	Y
	95,956		97,551	Y
	99,314		100,393	Y
	102,787		103,234	X
			106,075	
8	106,387	9	109,060	Z
	110,111		112,332	Z
			115,604	-
	116,997		118,875	Z
	122,148		122,148	-

**Table 2 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Roads and Traffic Authority Employees Transitioning to Transport for NSW**

RTA Grade	RTA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Increment Transitional Code
1	33,331 36,557 41,794	1	43,563	X
			43,563	X
			43,563	X
			44,652	
			45,741	
			46,830	
			47,919	
2	44,078 46,079 47,793	2	48,175	X
			48,175	X
			48,175	X
			49,379	
			50,584	
			51,788	
			52,993	
3	50,747 53,125  55,600	3	53,300	X
			53,300	Y
			54,633	
			55,965	X
			57,298	
			58,630	
4	57,296 59,542 61,885	4	59,348	Y
			60,832	Y
			62,315	X
			63,799	
			65,282	
5	64,012 66,082 67,272			Z
				Z
				Z
6	68,748 70,835 73,153	5	66,933	
			68,606	
			70,279	Y
			71,953	Y
7	74,745 77,383 78,885	6	73,626	X
			74,620	
			76,486	Y
			78,351	Y
			80,217	X
8	82,121 85,456 88,124	7	82,082	
			83,435	Y
			85,938	Y
			88,441	X
			90,944	
			93,447	
9	92,178 94,826 99,093	8	94,710	Y
			97,551	Y
			100,393	X
			103,234	
			106,075	



10	101,594	9	109,060	X
	105,602		109,060	Y
	111,025		112,332	X
11	114,457		115,604	Y
			118,875	Y
	119,439		122,148	Y
	122,128		122,148	-

**Table 3 - Rates of Pay, Equivalent Grades and Transitional Arrangements for RTA Professional Engineers Transitioning to Transport for NSW**

RTA PROF. ENG Grade	RTA PROF. ENG. Salary \$ (No Annual Leave Loading)	Equivalent TfNSW Grade	TfNSW Salary \$	RTA Engineers Increment Transitional Code
Engineer Level 1 Yrs. 1 - 3 (RTA USS 7)	74,746	A	74,620	-
	77,385		78,351	X
	78,887		78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121		83,435	Y
	85,454		85,938	Y
	88,123		88,441	-
Engineer Level 2 Yrs   1 - 3 (RTA USS 9)	92,176	B	90,944	-
	94,826		94,710	Y
	99,092		98,779	Y
			102,892	X
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593	C	106,075	
	105,600		109,060	X
	111,024		109,060	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456		113,421	Y
	119,439		117,782	Y
	122,125		122,148	-
		122,148	-	

**Table 4 - Rates of Pay, Equivalent Grades and Transitional Arrangements for State Transit Authority Employees Transitioning to Transport for NSW**

STA Grade	STA Salary \$	Equivalent TfNSW Grade	TfNSW Salary \$	STA Increment Transitional Code
1	42,190		43,563	Z
	43,947		44,652	Z
	45,327		45,741	Z
			46,830	
	47,100		47,919	Z
	48,293		47,919	Z
	49,672		47,919	-

2		2	48,175 49,349 50,484 51,788	Y X
	50,342 51,012			
3	51,867 53,078 53,906		52,993 52,993 52,993	Z Z -
4	54,929 56,291 57,756	3	53,300 54,633 55,965 57,298 58,630	X Y -
5	58,941 61,155 62,969	4	59,348 60,832 62,315 63,799 65,282	X Y
6	64,165 65,876 68,276	5	66,933 66,933 68,606 70,279 71,953 73,626	X X X
Special	69,463 73,016 76,606	6	74,620 74,620 76,486 78,351 80,217 82,082	X Y X
SO A	77,683 80,308 83,119 86,262 89,910	7	83,435 83,435 83,435 85,938 88,441 90,944 93,447	X X Y Y Y X
SO B	89,090 91,952 95,051 98,443 102,121	8	94,710 94,710 97,551 100,393 103,234 106,075	X X Y Y X
SO C	99,079 102,249 105,706 109,356 113,309	9	109,060 109,060 109,060 112,332 115,604 118,875 122,148	X X X Y X
SO D	109,830 113,353 117,129 121,420 126,067		109,060 112,332 115,604 118,875 122,148 122,148	Z Z Z Z - -

**Table 5 - Rates of Pay, Equivalent Grades, Incremental Progression and Transitional Arrangements for Railcorp Employees Transitioning to Transport for NSW**

	RailCorp Grade	RailCorp Salary \$	Effective 1 April 2012	Effective 1 April 2013	Equivalent TfNSW Grade
1	Level 1	43,915	45,451	47,043	1
	Level 2	44,806	46,374	47,998	
	Level 3	45,772	47,373	49,032	
	Level 4	46,635	48,267	49,957	
	Level 5	47,472	49,133	50,854	
2	Level 1	50,834	52,613	54,456	3
	Level 2	52,530	54,368	56,272	
	Level 3	54,016	55,906	57,864	
	Level 4	55,749	57,700	59,721	
	Level 5	58,199	60,235	62,344	
3	Level 1	60,504	62,621	64,814	4
	Level 2	62,336	64,517	66,776	
	Level 3	63,657	65,884	68,191	
	Level 4	65,400	67,688	70,058	
	Level 5	66,967	69,310	71,737	
4	Level 1	68,909	71,320	73,817	6
	Level 2	71,081	73,568	76,144	
	Level 3	73,390	75,958	78,618	
	Level 4	76,402	79,076	81,845	
	Level 5	79,470	82,251	85,131	
5	Level 1	83,140	86,049	89,062	7
	Level 2	86,786	89,823	92,968	
	Level 3	89,688	92,827	96,077	
	Level 4	92,696	95,940	99,299	
	Level 5	95,899	99,255	102,730	
6	Level 1	99,436	102,916	106,519	8
	Level 2	101,804	105,367	109,056	
	Level 3	104,621	108,282	112,073	
	Level 4	107,437	111,197	115,098	
	Level 5	110,258	114,116	118,111	
7	Level 1	111,906	115,822	119,877	9
	Level 2	114,678	118,691	122,846	
	Level 3	117,465	121,576	125,832	
	Level 4	120,266	124,475	128,833	
	Level 5	123,123	127,432	131,893	

NB: All RailCorp Employees will transition to TfNSW under Code Z.

**Table 6 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Sydney Ferries Employees Transitioning to Transport for NSW**

Ferries Grade	Ferries Salary \$	Effective from 1 January 2012	Effective from 1 January 2013	TfNSW Grade	TfNSW Salary \$	Sydney Ferries Increment Transitional Code
1	40,271	41,680	43,139	1	43,563	Z
	41,947	43,415	44,935		43,563	Z
	43,265	44,779	46,346		45,741	Z
	44,957	46,530	48,159		46,830	Z
	46,097	47,710	49,380		47,919	Z
	47,414	49,073	50,791		47,919	-
2				2	48,175	
	48,053	49,735	51,476		49,379	X
	48,693	50,397	52,161		50,584	X
3	49,509	51,242	53,035		51,788	Z
	50,664	52,437	54,272		52,993	Z
	51,455	53,256	55,120		52,993	-
4	52,433	54,268	56,167	3	53,300	
	53,732	55,613	57,559		54,633	X
	55,129	57,059	59,056		55,965	X
					57,298	X
5				4	58,630	
	56,261	58,230	60,268		59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
6				5	65,282	
	61,247	63,391	65,610		66,933	X
	62,883	65,084	67,362		66,933	X
	65,171	67,452	69,813		68,606	X
					70,279	
					71,953	
Special				6	73,626	
	66,304	68,625	71,027		74,620	X
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		76,486	X
					78,351	
SO A				7	80,217	
	74,151	76,746	79,432		82,082	
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		83,435	X
					85,938	X
			88,441			
	85,823	88,827	91,936	88,441		
				90,944	X	
				93,447		

SO B	85,040	88,016	91,097	8	94,710	X
	87,771	90,843	94,023		94,710	X
	90,729	93,905	97,192		94,710	X
	93,967	97,256	100,660		97,551	X
	97,479	100,891	104,422		100,393	
				103,234	X	
				106,075		
SO C	94,573	97,883	101,309	9	109,060	X
	97,600	101,016	104,552		109,060	X
	100,899	104,430	108,085		109,060	X
	104,386	108,040	111,821		109,060	X
	108,158	111,944	115,862		112,332	X
SO D	104,838	108,507	112,305		109,060	Z
	108,201	111,988	115,908		112,332	Z
					115,604	Z
	111,803	115,716	119,766		118,875	-
	115,899	119,955	124,153		122,148	Z
	120,334	124,546	128,905		122,148	-

**Table 7 - Rates of Pay, Equivalent Grades and Transitional Arrangements for Maritime Employees Transitioning to Transport for NSW**

Maritime Grade	Maritime Salary \$	Effective from 1 July 2012 \$	Equivalent TfNSW Grade \$
1	41,003	42,643	1
2	44,867	46,662	
3	52,094	54,178	
4	54,550	56,732	
5	58,654	6,1000	
6	61,421	63,878	2
7	66,032	68,673	
8	69,145	71,911	3
9	74,332	77,305	4
10	77,840	80,954	5
11	83,680	87,027	
12	87,624	91,129	6
13	94,195	97,963	7
14	98,627	102,572	
15	106,021	110,262	8
16	111,011	115,451	9
17	119,322	124,095	

NB: All Maritime Employees will transition to TfNSW under Code Z. The Maritime rates above have been discounted from the enterprise agreement by 0.98668 to account for annual leave loading which is incorporated in the Maritime rates but paid separately in this Award.