

# TRANSPORT FOR NEW SOUTH WALES AND SYDNEY METRO SALARIES AND CONDITIONS OF EMPLOYMENT AWARD 2022

## AWARD

### Arrangement

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## **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 and Sydney Metro 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* (NSW).

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

Employee means all persons employed as a member of the Transport Service in the TfNSW Group and the SM 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 s 68C (3) of the Act.

Extended Leave means long service leave as provided by clause 23.6.

FACSL means Family and Community Service Leave in accordance with clause 23.5

Family Member means:

- (a) a spouse of the Employee, which includes a de facto spouse;
- (b) a de facto spouse is a person who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (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 that is declared as an additional holiday for a specified part of the State under the *Public Holidays Act 2010* (NSW).

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.

Shift worker means an Employee who works rostered shifts.

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

SM Group means the group of staff designated by the Secretary of the Department of Transport in accordance with the Act as being part of the Sydney Metro Group.

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 on 24 February 2014, previously under clause 32A of the Transport Administration (Staff) Regulation 2012 (NSW) and currently in operation under the Act 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* (NSW).

### **3. Title**

This Award shall be known as the Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2022 (Award).

### **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 1 July 2022 and will remain in force up to 30 June 2024.
- 4.3 This Award rescinds and replaces the Transport for New South Wales Salaries and Conditions of Employment Award 2019 published 24 September 2021 (390 I.G.408) and operates in place of clause 5 of the Transport Service of New South Wales Sydney Metro Agreement 2018 made under s.68(K)(2) of the Act.
- 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) Rail, Tram and Bus Union of New South Wales (RTBU);
  - (d) the Australian Services Union, NSW and ACT (Services) Branch (ASU); and
  - (e) the Association of Professional Engineers, Scientists and Managers Australia (APESMA, also known as Professionals Australia).
  - (f) the Electrical Trades Union, NSW Branch.
- 4.5 An agreement made under s.68K(2) of the Act shall override this Award to the extent of any inconsistency.
- 4.6 Subject to subclause 9.2 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 TfNSW Director Employee Relations (or their Sydney Metro equivalent) 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 Director Employee Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the 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 subclause 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, training, 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, the Employer 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
- (c) Online union notice boards:
  - (i) The Employer will provide a dedicated page for unions party to this Award on its intranet site in a readily available location.
  - (ii) Unions can use this page to provide links to their own websites to enable employees to access union information. Unions will provide the relevant information for the page to the Employer
  - (iii) Unions will provide the hyperlinks to the Employer

#### 6.3 Inductions – union information sessions

- (a) The Employer will hold induction sessions for new employees in sessions that may be online or in-person.
- (b) Within induction sessions, the Employer will include a union information session of up to 30 minutes during which the union parties to this Award can attend and present information to the inductees.
- (c) If the induction session is online, the Employer will assist the attending unions by distributing union material electronically.
- (d) If more than one union attends the union information session, those unions will determine how the union information session time will be divided between the unions.
- (e) The Employer will invite unions to each union information session with sufficient time for the unions to arrange attendance. Attending unions must confirm whether they will attend before the induction.
- (f) If requested, the Employer will release one union delegate per union from duty to attend for the duration of the union information sessions.

### **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
    - (i) 2.53% from the first full pay period commencing on or after 1 July 2022.
    - (ii) 4.0% from the first full pay period commencing on or after 1 July 2023.
  - (b) allowance items 1, 2, 12 and 13 will be increased in accordance with (a) rounded to the nearest 10 cents.
  - (c) allowance items 3 to 11, 14 and 15 will be increased in accordance with variations made via NSW Department of Premier and Cabinet 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 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 8.3 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.
- 8.4 Senior management and nominees of Professionals Australia will meet quarterly as a consultative committee - and at other times as agreed - to consult on:
- (a) Professional development and training;

- (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected;
  - (c) Career progression, succession planning and mentoring; and
  - (d) Significant issues impacting on Professional Engineers covered by this award, such as workload and skills shortages.
  - (e) Women in engineering.
- 8.5 The Consultative Committee will also consider strategic workforce planning issues and implementation, including securing a workforce for the future, the role of labour hire in delivering that workforce (subject to subclause 14.2) and the capability requirements for that workforce. Relevant information will be provided to the Unions to facilitate such discussions, such as:
- (a) Divisional organisation structures;
  - (b) Active and budgeted positions by classification by Division, grade and location;
  - (c) Available breakdown figures for full time, part time, casual and temporary Employees, as well as numbers, usage and length of hire of labour hire, contractors and project workers.
- 8.6 When a change is proposed that will have an impact upon the working arrangements of Employees, the Employer will notify and consult with Employees and their Employee representatives.
- (a) The Employer will provide relevant information, including but not limited to, that referred to in subclause 8.5, 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 clauses 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 in good faith the effects of the proposed changes on the Employee(s) concerned and measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees, and to give prompt consideration to matters raised by Employees and / or Employee Representative in relation to the proposed changes.
  - (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 genuinely consider and respond in writing to any feedback provided by Employees and their Employee Representatives before the final decision is made.
- 8.7 The Employer is committed to implementing change in accordance with the NSW Public Service Agency Change Management Guidelines to improve the process of assisting Employees when impacted by reform. When developing a plan for change, the Employer will address the impact on affected Employees in accordance with the above Guidelines and subclause 14.1.
- 8.8 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.

- 8.9 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 Notwithstanding subclause 9.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 9.1 will not prevent the parties from having these discussions.
- 9.3 The parties to this Award acknowledge that the intention of subclause 9.2 is to facilitate discussions during the term of the Award.
- 9.4 The terms of clause 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 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* (Cth) and the *Work Health and Safety Regulation 2017* (NSW) 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 or domestic status, physical or mental disability, sexuality, transgender identity, age or responsibilities as a carer is unlawful under the *Anti-Discrimination Act 1977* (NSW). The Employer and Employees 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* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital or domestic status, disability, homosexuality, transgender identity, age, responsibilities as a carer; and any other ground provided for in the *Anti-Discrimination Act 1977* (NSW) or applicable Commonwealth anti-discrimination legislation.
- 12.2 It follows that in fulfilling their obligations under clause 5, Dispute Settlement Procedure (DSP) 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* (NSW), it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 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* (NSW);
  - (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

- (a) Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) 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:
- (a) the preference under subclause 14.2 for permanent employment as the predominant staffing option;
  - (b) the benefit to the Employer of maximising the retention of relevant and valued knowledge, experience and transferable skills, including those of Temporary Employees;
  - (c) the need to attract, develop and maintain the engineering capability essential for the delivery of high quality value for money services for NSW;
  - (d) the benefits and impacts on Employees and the Employer of temporary and permanent employment; and
  - (e) other issues as deemed appropriate by the parties.
- 14.5 The Employer shall only engage Employees on a full-time, part-time or temporary basis. No Employee will be engaged as a casual Employee.
- 14.6 Full-Time Employment
- (a) A Full-Time Employee is an Employee employed to work for 35 ordinary hours per week.
- 14.7 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 subclause 18.12, 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 1/12 in lieu of annual leave where the Employee is entitled to four weeks annual leave, or a loading of 5/47 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 20 of this Award, can elect to be paid as per subparagraph 14.7(e)(i) of this clause 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 28 without the need to be working under flexible hours in subclause 28.3.

#### 14.8 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 clause 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 parental leave, secondments or career breaks.
- (d) A Temporary Employee engaged under subparagraph 14.8(c)(i) will be made permanent after 24 continuous months in the one role. This provision came into effect on 24 July 2019.
- (e) Where a Temporary Employee has been engaged under subparagraph 14.8(c)(iv) and the role is subsequently permanently vacated, paragraph 14.8(d) shall apply.
- (f) The employer will not seek to terminate a temporary engagement to avoid the provisions of paragraph 14.8(d).

#### 14.9 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**

- 15.1 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.
- 15.2 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.
- 15.3 In considering whether to engage contingent labour, the Employer will consider whether:
- (a) there are any existing Employees who are suitable and available to carry out the work;
  - (b) there is an urgent or pressing need to meet business requirements; or
  - (c) there are specialist skill and/or capability requirements cannot be met from within the agency.
- 15.4 On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not applying the relevant industrial instrument rates of pay or other relevant industrial instrument conditions or complying with any other statutory provisions, the Employer will immediately engage with the contractor, sub-contractor or labour hire company to take the necessary action to address the situation. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will take appropriate action which may include termination of the contract

**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 subclause 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 subclause 18.12, clause 21 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 5 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 clause 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 paragraph 18.7(a) or flexible pursuant to clause 20 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 20).
- Employees working according to (a) above are excluded from working under the flexible working hours scheme.
- 18.8 Employees working in accordance with paragraph 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 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 20).
- 18.12 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 paragraph 18.12(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 2 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. Breastfeeding**

- 19.1 A breastfeeding break is provided to lactating Employees for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.
- 19.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid breastfeeding breaks of up to 30 minutes each per day.
- 19.3 A part time Employee working 4 hours or less per day is entitled to only one paid breastfeeding break of up to 30 minutes on any day so worked.
- 19.4 A flexible approach to the timing and general management of breastfeeding breaks must be taken by the Employee and the Employer provided the total breastfeeding break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, the Employer needs to balance the operational requirements of the organisation with the breastfeeding needs of the Employee.
- 19.5 The Employer will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.
- 19.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the Employer and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's breastfeeding needs.

- 19.7 The Employer and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:
- (a) whether the Employee is required to work at a site that is not operated or controlled by the Employer;
  - (b) whether the Employee is regularly required to travel in the course of performing their duties;
  - (c) whether the Employee performs field-based work where access to the facilities in clause 19.5 are not available or cannot reasonably be made available; and
  - (d) the effect that the arrangements will have on the Employee's breastfeeding needs.
- 19.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:
- (a) shall be granted during paid time;
  - (b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 24.12), and
  - (c) must be at a time that is mutually convenient to both the Employee and the Employer.
- 19.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with subclause 23.3 (Sick Leave) of this Award, or TIL, or access the flexible working hours scheme provided in clause 18 (Hours of Work) of this Award, where applicable.

## **20. Flexible Working Hours**

- 20.1 Flexible working hours is defined as where an Employee is able to:
- (a) vary their start and finish times within the bandwidth;
  - (b) accrue 1 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.
- 20.2 The provisions of the Flexible Working Hours arrangements available to Employees are as follows:
- (a) A flexible working hours scheme in terms of this clause 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 paragraphs 20.2(k), 20.2(n) and 20.2(o) of this subclause, all other provisions under this clause 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 30 minutes and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2 hours and 30 minutes.
- (i) Settlement period - The settlement period shall be 4 weeks, and for time recording purposes, the settlement period and flex leave 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 paragraphs 20.2(m) and 20.2(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 flex leave.
- (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) Flex leave - Subject to operational requirements:
  - (i) An Employee may use credit hours to take off 1 full day or 2 half days in a settlement period of 4 weeks.
  - (ii) Flex leave may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.
  - (iii) Flex leave may be taken on consecutive working days.
  - (iv) Absences on flex leave 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 20.2(o) of this clause due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to 4 untaken flex days at any one time. Subject to approval, the Employee can take up to 4 banked days plus the current settlement period's flex day, to take a maximum of 5 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.

## **21. Shift Work**

### **21.1 Introduction of Shift Work**

- (a) The Employer may require new positions to be developed and undertaken as designated, regular, rostered ongoing Shift Work positions.
- (b) When the Employer intends to develop and advertise designated, regular, rostered, ongoing Shift Work positions, the Employer will consult with the Unions in accordance with clause 8 to discuss the needs of the business and how Shift Work will assist with that delivery.
- (c) It is agreed the development and addition of Shift Work positions will not result in the involuntary conversion or redundancy of existing roles.
- (d) Where there is a need to utilise a position for shift work other than as prescribed in this clause, the Parties may enter into a Local Arrangement in accordance with clause 10.
- (e) The provisions of this clause do not apply to Employees covered by Part B of this Award.
- (f) At the commencement of this Award, this provision only applies to Group IT Command Centre and the Cargo Movement Coordination Centre, subject to any variations agreed under paragraph 21.1(d)
- (g) This clause operates in place of clause 3.2 of the Transport Service of NSW (Port Botany Landside Improvement Scheme) Agreement 2014.

21.2 The hours of work provisions in clause 18 of this Award operate alongside the specific provisions of this clause and, in the case of inconsistency, the specific provisions of this clause will prevail.

### **21.3 Definitions**

- (a) "Shift work" is work for which ordinary hours includes hours rostered outside the span of ordinary hours as set out in subclause 18.2; and
- (b) "Rostered Shift worker" is an Employee who is required to work their ordinary hours on a permanent shift work roster.

### **21.4 Shift Definitions**

- (a) 'Early morning shift' shall mean those shifts commencing at or after 4.00am and before 6.00am.
- (b) 'Day shift' shall mean those shifts commencing at or after 6.00am and before 12.00 pm.
- (c) 'Afternoon shift' shall mean those shifts commencing at or after 12.00 pm and before 4.00pm.
- (d) 'Night shift' shall mean those shifts commencing at or after 4.00pm and before 4.00am.

### **21.5 Annualised Allowance**

- (a) Following discussions, where the Employer and relevant Employee/s agree in writing, an annualised allowance is payable in lieu of the following elements of the predicted roster for the prospective year:
  - (i) Hours of work
  - (ii) Shift penalties

- (iii) Shift roster changes
- (iv) Overtime payments
- (b) The terms of the agreement will be set out in writing and include the amount of the allowance, and the basis for its calculation, and the period it will operate for.
- (c) The allowance will not result in the Employee being worse off overall than the Employee would otherwise be under the terms and conditions of the Award.
- (d) If the Employee's roster or pattern of hours of work changes during the period to which the allowance applies, the level of loading may be reviewed in consultation with the Employee - taking into account the payments arising under subclause 21.4 and the rate changed by the Employer to reflect the new circumstances.
- (e) The annualised allowance may be terminated by either the Employer or the Employee, following consultation, by giving at least 4 weeks' notice in advance of the next roster cycle, provided that a minimum total of 8 weeks' notice is given.

#### 21.6 Hours of Work

- (a) Ordinary hours of work will be 35 per week, rostered over cycles of up to 8 weeks.
- (b) No Employees will be rostered to work shifts lengths less than 7 hours, 22 minutes (excluding unpaid meal breaks) or greater than 12 hours 10 minutes (including meal breaks).
- (c) Shift lengths will be consistent over the course of a roster.
- (d) Employees will not be required to work more than 4 consecutive 12 hour shifts (including meal breaks) in any 7 day period.
- (e) There will be a minimum of 9 rostered days off in every 4 week period arranged so that a minimum of 4 sets of 2 consecutive roster free days are granted.
- (f) Employees will be rostered off for a minimum of one weekend in every 4 weeks; or 3 weekends off in every 8 week cycle.

#### 21.7 Rest Breaks

- (a) Where an Employee works overtime after their rostered shift, they are entitled to a rest break of at least 10 hours (12 hours for Rail Safety Workers).
- (b) Where an Employee is directed to resume work without having a rest break provided for in paragraph 21.7(a), 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 paragraph 21.7(a).
- (c) Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 21.9.
- (d) If moving from an am to a pm shift or vice versa there will be a minimum rostered break of 24 hours.

#### 21.8 Breaks

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

- (b) If Employees are directed to work more than 5 hours without a break they will be paid at double the ordinary rate of pay until a break is taken.

#### 21.9 Payment for Shift Work

- (a) Day shift is paid at the ordinary rate of pay.
- (b) Early morning shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (c) Afternoon shift (on Monday to Friday) is at the ordinary rate of pay plus 12.5 per cent.
- (d) Night shift (on Monday to Friday) is at the ordinary rate of pay plus 15 per cent.
- (e) All ordinary time worked on a Saturday is at the rate of time and one half of the ordinary rate of pay.
- (f) All ordinary time worked on a Sunday is at the rate of double the ordinary rate of pay.
- (g) All ordinary time worked on a Public Holiday is at the rate of double and one half of the ordinary rate of pay. The Employee may elect, prior to working the public holiday, to be paid at the rate of time and one half of the ordinary rate of pay and a day off in lieu to be taken at a date mutually agreed between the employer and the Employee within 12 months following the Public Holiday. The day off in lieu will be cashed out if not taken within 12 months of it being accrued.

#### 21.10 Leave Loading and Additional Annual Leave

- (a) Full time Employees will be credited with 5 days' annual leave per annum in addition to the annual leave specified at 23.1(b) of the Award. This leave will accrue at the rate of 5/12 of a day for each complete month that an Employee works.
- (b) 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of 5 weeks' ordinary salary.
- (c) 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.

#### 21.11 Rosters

- (a) Rosters will be developed in accordance with the core rostering principles set out at subclause 21.12 below and will be subject to local level consultation prior to implementation.
- (b) There will a minimum of 11 hours (12 hours for Rail Safety Workers) between rostered shifts.
- (c) Rules for roster development will be developed at the local level with Employees and their representatives and should include provisions for the planning of leave, notification of availability and shift swaps.
- (d) The Employer will consult with affected Employees on the development of, and changes to, the roster.
- (e) Employees will be provided with a minimum of 3 months' notice (inclusive of the period of the roster cycle under development) of their shift arrangements. The parties acknowledge that a longer notice of 6 months is desirable.
- (f) Employees may mutually agree to exchange shifts subject to approval by management.

- (g) Where notice is given of a change in shift with less than 7 days' notice (but at least 48 hours' notice) any shift so worked will be paid at the rate of the previous shift where it would have attracted a higher shift penalty.
- (h) Where less than 48 hours' notice is given of a change in shift, the shift will be paid at overtime rates.

#### 21.12 Rostering Principles

- (a) All rosters shall be developed and implemented in accordance with the following principles:
  - (i) the health and safety of Employees;
  - (ii) fatigue management obligations;
  - (iii) operational and business requirements;
  - (iv) duty of care obligations;
  - (v) a fair and equitable distribution of the rostered work between Employees of like classification;
  - (vi) local level consultation with affected Employees;
  - (vii) patterns of working which assist all Employees with work/ life balance considerations; and
  - (viii) appropriate periods of notice of rosters and changes to shifts.

#### 21.13 Overtime

- (a) Overtime is all time worked in excess of the rostered shift length or the maximum ordinary hours of the roster cycle.
- (b) Payment of overtime will be made at the following rates:
  - (i) Any overtime worked between midnight Sunday and midnight Saturday, will be paid at the rate of time and one half for the first 2 hours and double time thereafter. Each period of overtime shall stand alone.
  - (ii) Any overtime work carried out on Sundays shall be paid for at the rate of double time.
  - (iii) Any overtime work carried out on a public holiday shall be paid for at the rate of double time and a half.
  - (iv) Overtime is calculated on the Employee's base salary.
  - (v) Overtime may be granted as Time in Lieu in accordance with subclause 26.9 of the Award.
  - (vi) Payment for any period of overtime will not be made more than once.

#### 21.14 Minimum payments

- (a) Any Employee who attends for ordinary hours duty in accordance with instructions but is not required, whether the Employee has commenced the shift or not, shall be paid the rostered shift and relevant penalties unless at least 7 days' notice was given to the Employee personally that they were not required for duty.
- (b) If an Employee is recalled to duty, subclause 28.4 of the Award, except for paragraph 28.4(g), applies.

## 22. Flexible Working Practice

- 22.1 The Employer recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins Employee's performance and productivity and is a key contributor to the achievement of the Employers' corporate objectives. It also contributes to the attraction and retention of people with valuable skills and assists the participation of diverse groups in the workforce.
- 22.2 Flexible work arrangements may be agreed between the Employer and the Employee.
- 22.3 A flexible work arrangement must be cost neutral and conform to Work Health and Safety requirements.
- 22.4 In addition to leave and flex-time/time in lieu (TIL) initiatives, examples of workplace flexibility initiatives that can be considered include:
- (a) Remote working (including working from home)
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis
  - (c) Job-sharing
  - (d) Phased retirement arrangements in accordance with published procedures
  - (e) Varying hours of work including bandwidth and when work is performed
  - (f) Other negotiated flexible working requests
- 22.5 The Employer supports a number of workplace flexibility initiatives and will grant an Employee's request for flexible working options subject to the arrangements maintaining business efficiency and productivity. Where it is not possible to accommodate such a request:
- (a) the Employer is to provide the Employee within a reasonable time:
    - (i) the reason(s) the request cannot be granted;
    - (ii) any alternative arrangements the Employer can provide the Employee; and
    - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected.
    - (iv) Should no alternative arrangements be provided, the Employee may apply to the delegated officer in accordance with relevant policies, procedures and guidelines, for review and a written response will be provided to the Employee.
    - (v) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5, Dispute Settlement Procedure.
- 22.6 Consideration and approval of flexible working initiatives is in accordance with relevant Policies, Procedures and Guidelines.
- 22.7 Right to disconnect
- (a) The Employer and their Employees will respect Employee's time outside of normal hours of work, including periods of absence on approved leave. The Employer will not rely upon a failure to respond to communications outside of normal hours of work for disciplinary or performance management purposes.
  - (b) For the purposes of this subclause normal hours of work are:



- (i) an Employee's set standard hours in accordance with subclause 18.5;
  - (ii) agreed flexible start and finish times for Employees working flexible hours;
  - (iii) a shift worker's rostered shifts;
  - (iv) an Employee's overtime hours; or
  - (v) the hours an employee is on - call
- (c) This subclause will not apply to the communication of shift changes .

### **23. Leave Provisions**

#### **23.1 Annual Leave**

- (a) Subject to this clause, annual leave is in accordance with the *Annual Holidays Act 1944* (NSW).
- (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 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 2 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.
  - (iv) Clause 23.1(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.
- (e) 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* (NSW) and *Workers Compensation Act 1987* (NSW); or
  - (v) periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- (f) 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* (NSW) before its repeal, accrues additional annual leave at the rate of 5 days per annum.
- (g) Employees entitled to accrue 5 days additional annual leave per annum can cash out the monetary value of the additional 5 days leave once in any 12 month period.

### 23.2 Annual Leave loading

- (a) 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.
- (b) The annual leave loading shall be paid to Employees subject to the following conditions:
  - (i) 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 2 consecutive weeks, of which at least 1 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 4 weeks.
  - (ii) 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.
  - (iii) 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.

### 23.3 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 2 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 1 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
- (h) Pending determination of a claim under the *Workers Compensation Act 1987* (NSW), 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.
- (i) 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.
- (j) 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* (NSW) 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's sick leave balance.

#### 23.4 Carer's Leave

- (a) Employees will be able to elect to use available paid sick leave, subject to the conditions specified in this clause, to provide care and support when a person identified in clause 23.4(c) 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 23.4(c).
- (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 clause where another person has taken leave to care for the same person.

#### 23.5 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 FACSLS that an Employee will be granted at ordinary rates is:
- (i) 2 and a half days in the first 12 months of service; or
  - (ii) 5 days in any period of 2 years after the first 12 months of service; or
  - (iii) one day for each completed year of service, less the total amount of any FACSLS already taken by the Employee, whichever is the greater.
- (d) If available FACSLS is exhausted, on the death of a Family Member or relative, additional paid FACSLS of up to 2 days will be granted on a discrete, per occasion basis to the Employee.

#### 23.6 Extended Leave

(a) General

Extended leave for Employees will accrue and be granted in accordance with section 68Q(2) of the Act, together with Schedule 1 of the Government Sector Employment Regulation 2014.(NSW).

(b) Extended Leave Entitlements

(c) An Employee who has completed 10 years of continuous service with the Employer is entitled to extended leave of:

- (i) 44 working days at full pay, or
- (ii) 88 working days at half pay, or
- (iii) 22 working days at double pay.

(d) For each additional calendar year of service completed in excess of 10 years, Employees accrue 11 working days extended leave.

(e) 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 (NSW), are entitled to access the extended leave accrual indicated in subparagraph 23.6(c)(i) on a pro rata basis of 4.4 working days per completed year of service.

(f) 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.

#### 23.7 Out of Home Care Leave

- (a) Employees are entitled to Out of Home Care Leave when they are the primary carer undertaking the permanent care of a child
- (b) Eligibility for a period of out of home care leave to carers is to be limited to the provision of a guardianship or permanent placement order for a child or young person before 1 October 2022.
- (c) Out of Home Care leave will be granted without pay for a period of up to 12 months to Employees who are the primary carer undertaking permanent caring arrangements.
- (d) Out of Home Care leave commences at the date of placement of the child.

- (e) Employees who are granted out of home care leave also have a right to request extended Parental Leave and Return to Work on a part-time basis as outlined in subclause 24.12.

**Commented [DM1]:** 24.12 is right to request. Consideration to also call out the clause as 24.13, RTW is called out?

#### 23.8 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 paragraph 23.8(a).
- (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.

#### 23.9 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.

#### 23.10 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.

#### 23.11 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.

#### 23.12 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.

#### 23.13 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* (NSW) 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* (NSW) 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) An Employee 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) An Employee who is subpoenaed or called as a witness in relation to matters relating to their exposure of Domestic and Family Violence are eligible to use available leave in accordance with subclause 25.4.
- (e) 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.
- (f) Special Leave - Citizenship - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (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 Employee 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.

## **24. Parental Leave**

### 24.1 Definitions

For the purpose of this clause:

- (a) "Partner" includes a de facto spouse, former spouse or former de facto spouse. The Employee's de facto spouse means a person who is the Employee's husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the Employee. For the avoidance of doubt, all the relationships identified in this definition apply regardless of the gender or sex of those in the relationship
- (b) "Primary Responsibility" means the person who meets the child's physical needs more than anyone else, including feeding, dressing, bathing and otherwise supervising the child. Only one person at a time can have primary responsibility for the child or children.
- (c) "Miscarriage" means a pregnancy that ceases prior to 20 weeks gestation or, where the number of weeks is unknown, the baby weighed less than 400g.
- (d) "Pre-term birth" means the birth of a live child prior to 36 weeks gestation.
- (e) "Full-term birth" means the birth of a live child at 37 weeks onwards.

### 24.2 Unpaid Parental Leave

Employees after 40 weeks continuous service are entitled to a combined total of 104 weeks unpaid parental leave on a shared basis with their Partner in relation to the birth, adoption or surrogacy birth of their child. Paid parental leave, annual leave and extended leave can be taken within the total period of unpaid parental leave but do not extend the 104 week unpaid parental leave period.

### 24.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (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 parental leave or sick leave and negotiates their date of return to work with the Employer.

### 24.4 Paid Other Parent Leave

An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and who will not



have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

- (a) Up to 2 weeks paid parental leave at the time of the birth, adoption or surrogacy birth when they do not have Primary Responsibility (which may be taken concurrently with the Employee's Partner); and
- (b) Up to 12 weeks additional paid parental leave within the first 12 months from the date of birth or adoption of the child provided that the Employee assumes Primary Responsibility for the care of the child during the 12 week period; and the Employee's Partner is not concurrently taking Primary Responsibility for the care of the child.
- (c) Paid other parent leave may be taken at full pay, half pay or as a lump sum.

#### 24.5 Simultaneous Unpaid Parental Leave

An unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or altruistic surrogacy, from the date of taking custody of the child. The request may only be refused on reasonable grounds. This period is inclusive of the 2 weeks paid other parent leave taken at the time of birth.

#### 24.6 Special Pre-Term Parental Leave

- (a) Where an Employee or the Partner of an Employee gives birth to a pre-term child (prior to 37 weeks), the parent with Primary Responsibility, who has, or would have if not for the pre-term birth, completed 40 weeks continuous service at the expected due date, is entitled to paid special pre-term parental leave from the date of birth of the child up to the end of 36 weeks.
- (b) Immediately following the period of paid special pre-term parental leave and at the commencement of 37 weeks, paid parental leave of up to 14 weeks will apply to the parent with Primary Responsibility.

#### 24.7 Miscarriage Leave

- (a) Where an Employee or the Partner of an Employee miscarries, an Employee is entitled to five days paid special miscarriage leave on each occasion a pregnancy ceases by way of miscarriage up to 20 weeks' gestation.
- (b) Special miscarriage leave will commence from the date the miscarriage occurs and is to be taken in one continuous block.

#### 24.8 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, extended leave, flex leave or family and community service leave.

#### 24.9 Subsequent Parental Leave - rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another Child within 24 months of commencing an initial period of parental 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.

#### 24.10 Alternate Duties

- (a) 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, remote working and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence parental Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

#### 24.11 Communication during Parental Leave

- (a) Where Employees are on parental leave and the Employer makes a definite decision to introduce significant change at the workplace, the Employer will take reasonable steps to:
  - (b) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (c) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing parental leave.
- (d) Employees must take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (e) Employees must notify the Employer of changes of address or other contact details which might affect the Employers' capacity to comply with the requirements of this clause.

#### 24.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause 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 responsibility
- (b) have part-time hours structured in a way to enable carer responsibilities to be fulfilled
- (c) The Employer shall consider all requests made under this clause 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 Employees, loss of efficiency and the impact on customer service.

#### 24.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave 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 for which they are qualified subject to availability.

#### 24.14 Evidence Requirements

Employees accessing leave under this clause are required to meet the evidence requirements set out in the applicable policy/procedure as varied from time to time.

### **25. Domestic and Family Violence**

#### 25.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

#### 25.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
  - (i) physical and sexual violence
  - (ii) verbal abuse and threats
  - (iii) emotional and psychological abuse
  - (iv) financial abuse
  - (v) social isolation
  - (vi) stalking
  - (vii) intimidation
  - (viii) technology facilitated abuse
  - (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

### 25.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
- (i) subject to subparagraph 25.3(a)(ii) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in subclause 25.5 or otherwise) and any associated communication about these supports;
  - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
  - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
  - (iv) recognise the Employee's right to confidentiality, as outlined in subclause 25.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
  - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
  - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
  - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
  - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
  - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- (i) support Employees to access evidence-based behaviour change supports
  - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

### 25.4 Leave

- (a) Full time, Part -Time and Temporary Employees experiencing domestic or family violence will have access to 20 days paid domestic and family violence leave per calendar year to support the establishment of their safety and recovery.
- (b) Domestic and family violence leave will be paid at the Employee's full rate of pay for the hours they would have worked if they had not taken leave.

- (c) Domestic and family violence leave will assist Employees to:
  - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
  - (ii) organise alternative care or education arrangements for their children,
  - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence
  - (iv) allow time for the employee to seek alternate or safe accommodation, and
  - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
  - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
  - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

#### 25.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
  - (i) changes to their span or pattern of hours and/or shift patterns;
  - (ii) job redesign or changes to duties;
  - (iii) relocation to suitable employment with the Employer;
  - (iv) a change to their telephone number and/or email address to avoid harassing contact;
  - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
  - (vi) increased security measures in their workplace including entry and egress.

- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with paragraph 25.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

25.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
  - (i) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
  - (ii) not store or include any information about the following matters on the Employee's personnel file or payslip:
    - A. the Employees experience of domestic or family violence
    - B. leave accessed for the purpose of domestic and family violence in accordance with this clause.
    - C. support provided by the Employer (under clause 25.5 or otherwise).
- (c) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under subclauses 25.4, 25.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
  - (i) any steps that the Employer must to take to ensure the safety of all Employees
  - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in paragraph 25.6(d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made and support the employee to take practical steps to minimise an associated safety risks.

**26. Public Holidays**

26.1 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.

26.2 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.

26.3 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.

26.4 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.

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

26.6 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.

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

## **27. Transfer Allowances**

27.1 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.

27.2 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 3 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.

#### 27.3 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 3 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.

#### 27.4 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.

#### 27.5 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.

#### 27.6 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 7 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 6 weeks. Any extension will be subject to managerial approval and is limited to a period of 14 days.

#### 27.7 Resettlement Leave

The Employee will be entitled, subject to operational requirements, up to a maximum of 5 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.

#### 27.8 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 6 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.

## **28. Overtime**

### **28.1 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.
  - (vi) Payment for overtime shall be made only where the Employee works directed overtime.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) If an Employee is compensated for overtime through any other arrangement, the Employee is not entitled to the provisions in this clause.

#### 28.2 Calculation of Overtime

- (a) Unless a minimum payment in terms of clause 28.3 (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:
 
$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No. of ordinary hours or work per week}}$$
- (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.

#### 28.3 Overtime Rates

- (a) The provisions of this clause shall not apply to shift workers as defined in subclause 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 2 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 2 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.

#### 28.4 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.

#### 28.5 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 subclause 28.3 (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.

#### 28.6 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 5 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.

#### 28.7 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.

#### 28.8 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.

#### 28.9 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 paragraph 28.3(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.

#### 28.10 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 20, 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 paragraph 28.10(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 28.3, regardless of whether the work is undertaken within the standard flex time bandwidth for the duration of the project.

#### 29. Travelling Expenses

29.1 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 subclause 29.2.

#### 29.2 Expenses (General)

- (a) The Employer will apply the rates as published from time to time by the NSW Department of Premier and Cabinet 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.

#### 29.3 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.

#### 29.4 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 Department of Premier and Cabinet 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 29.4(a).

#### 29.5 Restrictions on Payment of Travel Allowances

- (a) An allowance under subclause 29.4 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.

#### 29.6 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:

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

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.

#### 29.7 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.

#### 29.8 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.

### **30. Remote Locations Living Allowance**

30.1 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 30.2; 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 30.2.

30.2 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 30.2(b) and 30.2(c);
- (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, Nocoleche, Olive Downs, Tibooburra and Yathong.

30.3 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.

30.4 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 18 years or under;
- (c) each child of the Employee aged more than 18 years but less than 26 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.

30.5 Where Employees are in receipt of the remote location living allowance provided for in clause 30.1 and work temporarily outside the areas listed in subclause 30.2, payment of this allowance shall continue unless this temporary work is at the Employee's own request.

30.6 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 144 meridian of longitude or such other area to the west of the 145 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 30.4.
- (b) Allowances under this clause do not apply to Employees who have less than 3 years' service and who, at the date of engagement, were resident in the defined area.

30.7 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.

### **31. Higher Grade and Development**

31.1 The employer is committed to enabling and contributing to the professional development of employees.

31.2 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for 5 or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.

31.3 Where in any one period of higher duties of 5 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.

### **32. Salary Packaging**

- 32.1 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.68K(2) of the Act any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 32.2 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.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.

### **33. Work Health and Safety**

- 33.1 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.
  - (b) "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.

- 33.2 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.
- 33.3 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* (Cth) or the *Workplace Injury Management and Workers Compensation Act 1998*.(NSW)
- 33.4 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (Cth) (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 SHIFT WORKERS IN THE TRANSPORT MANAGEMENT CENTRE**

#### **34. TOC and TIOs**

- 34.1 This clause applies to TOCs and TIOs. To the extent this clause conflicts with a clause in Part A, this clause will prevail.
- 34.2 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. Other than Employees on probation, 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 subclause 34.4.
  - (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 subclause 34.4
- (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 5 hours, to be rostered on a morning and/or afternoon Monday to Friday. The maximum ordinary hours of work per day will be 7 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 subclause 34.4
- (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.

### 34.3 Shift work

- (a) For the purposes of this 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 12.5 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.
- (e) Transport Operations Controllers will be consulted with a view to developing and implementing fatigue principles and systems.

34.4 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 2 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 3 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:

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.

#### 34.5 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.

### **35. TMC Shift Workers Other Than TOCs and TIOs and Transport Commanders**

35.1 This clause applies to TMC Shift workers 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.

35.2 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.

35.3 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 5 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 35.4.

35.4 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 12.5 per cent.

#### 35.5 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 2 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 2 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 2 consecutive weeks until the shifts are rotated.

#### 35.6 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to clause 35.6(e), 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 2 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 4 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 8 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 35.6(a).
- (h) Unless the Employee concerned has been notified at least 24 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.

### **36. Transport Commanders**

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

36.2 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.

36.3 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 5 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 subclause 36.4.

36.4 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 12.5 per cent.

36.5 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 2 weeks on afternoon shift in any period of 3 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 2 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 2 consecutive weeks until the shifts are rotated.

#### 36.6 Payment of Overtime

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

- (a) Subject to paragraph 36.6(e), 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 2 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 3 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 8 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 8 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 24 hours in advance of the requirement to work overtime, one meal allowance shall be paid in accordance with Schedule B Item 3.

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

37.1 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.

#### 37.2 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, excluding unpaid meal breaks:
  - A. 11 hours, 40 minutes; or
  - B. 8 hours, 45 minutes; or
  - C. 7 hours, 22 minutes
- (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 4 week cycle;
  - B. 5 days in any 7 day period;
  - C. three consecutive 12 hour, 10 minute shifts in any 7 day period.
- (c) 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.
- (d) 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 subparagraph 37.2(d)(i) they will be paid at the relevant rate set out in subparagraph 37.2(d)(iii).
  - (iii) Where Employees have not observed a rest break provided for in clause 37.2(d)(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 subparagraph 37.2(d)(i). Any rostered working time occurring during such absence shall be paid at the shift work rate in subclause 37.3.
- (e) 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 subclause 37.4.

(f) 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.

37.3 Shift Work

(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 12.5 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 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

- (e) Employees shall be rostered to work shifts on a rotating basis as required by the Employer.
- (f) Rosters shall be made available at least 30 calendar days in advance.
- (g) The Employer will endeavour to provide more than 30 days' notice of rosters where a significant change to the roster pattern is proposed.
- (h) The Employer will consult with affected Employee(s) regarding a change to a rostered shift.
- (i) 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.

37.4 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 2 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 3 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:

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

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.

37.5 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.

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

38.1 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.

38.2 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 4.00 pm.

38.3 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:

(i) 19 days over a 4 week cycle;

(ii) 5 days in any 7 day period;

(iii) three consecutive 12 hour, 10 minute shifts in any 7 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 5 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.

38.4 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 38.4(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 38.4(a). Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 38.5.

### 38.5 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 12.5 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.

### 38.6 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 2 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 2 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 2 consecutive weeks until the shifts are rotated.

### 38.7 Payment of Overtime

Payment of overtime shall be made at the following rates:

- (a) Subject to clause 38.7(e), all time worked in excess of 11 hours and 40 minutes per day or 140 hours over a 4 week cycle between midnight Sunday and midnight Saturday, shall be paid for at the rate of time and one-half for the first 2 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 3 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 8 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 8 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 clause.
- (h) Unless the Employee concerned has been notified at least 24 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.

#### 38.8 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.
- (h) 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 1**

Classification	Level		2.53% increase effective from the first full pay period on or after 1 July 2022 (Per annum) \$	4.0% increase effective from the first full pay period on or after 1 July 2023 (Per annum) \$
Transport Service Grade	Level 1A		56,790	59,062
	Level 1B		58,209	60,537
	Level 1C		59,630	62,015
	Level 1D		61,049	63,491
	Level 1E		62,469	64,968
Transport Service Grade 2	Level 2A		62,802	65,314
	Level 2B		64,372	66,947
	Level 2C		65,944	68,582
	Level 2D		67,514	70,215
	Level 2E		69,086	71,849
Transport Service Grade 3	Level 3A		69,486	72,265
	Level 3B		71,222	74,071
	Level 3C		72,958	75,876
	Level 3D		74,694	77,682
	Level 3E		76,432	79,489
Transport Service Grade 4	Level 4A		77,370	80,465
	Level 4B		79,305	82,477
	Level 4C		81,238	84,488
	Level 4D		83,173	86,500
	Level 4E		85,105	88,509
Transport Service Grade 5	Level 5A		87,256	90,746
	Level 5B		89,438	93,016
	Level 5C		91,619	95,284
	Level 5D		93,802	97,554
	Level 5E		95,984	99,823
Transport Service Grade 6	Level 6A		97,279	101,170
	Level 6B		99,711	103,699
	Level 6C		102,143	106,229
	Level 6D		104,574	108,757
	Level 6E		107,007	111,287
Transport Service Grade 7	Level 7A		108,770	113,121
	Level 7B		112,031	116,512
	Level 7C		115,295	119,907
	Level 7D		118,560	123,302
	Level 7E		121,822	126,695
Transport Service Grade 8	Level 8A		123,470	128,409
	Level 8B		127,173	132,260
	Level 8C		130,877	136,112
	Level 8D		134,580	139,963
	Level 8E		138,284	143,815
Transport Service Grade 9	Level 9A		142,178	147,865
	Level 9B		146,442	152,300
	Level 9C		150,707	156,735
	Level 9D		154,972	161,171
	Level 9E		159,238	165,608



## PART 2

Classification	Level		2.53% increase	4.0% increase
			effective first full pay period on or after 1 July 2022 (per annum)	effective from the first full pay period on or after 1 July 2023 (per annum) \$
			\$	
Professional Engineer Grade A	Level 1		97,279	101,170
	Level 2		102,143	106,229
	Level 3		104,574	108,757
	Level 4		108,770	113,121
	Level 5		112,031	116,512
	Level 6		115,295	119,907
Professional Engineer Grade B	Level 1		118,560	123,302
	Level 2		123,470	128,409
	Level 3		128,773	133,924
	Level 4		134,135	139,500
	Level 5		138,284	143,815
Professional Engineer Grade C	Level 1		142,178	147,865
	Level 2		147,862	153,776
	Level 3		153,547	159,689
	Level 4		159,238	165,608

## SCHEDULE B

### ALLOWANCES AND EXPENSES

Allowances and Expenses	Subject		Amount effective first full pay period on or after 1 July 2022 \$	Amount effective first full pay period on or after 1 July 2023
Item 1*	On Call (Rostered Day)		\$43.10	\$44.80
Item 2*	On Call (Non Rostered Day)		\$65.10	\$67.70
Item 3#	Overtime Meal		#	#
Item 4#	Breakfast Meal (no overnight stay)		#	#
Item 5#	Lunch Meal (no overnight stay)		#	#
Item 6#	Dinner Meal (no overnight stay)		#	#
Item 7#	Overnight Stay Away from Headquarters Allowance	Varies depending on location - see relevant NSW Department of Premier and Cabinet Circular		
Item 8#	Incidental Expenses Associated with Overnight Stay Away from Headquarters		#	#
Item 9#	Private use of Motor Vehicle - up to 1600 cc		#	#
Item 10#	Private use of Motor Vehicle -between 1601cc and 2600cc		#	#
Item 11#	Private use of Motor Vehicle - over 2600 cc		#	#
Item 12*	Holder of St John's Ambulance		\$1,002.50	\$1042.60
Item 13*	Holder 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		\$1,505.80	\$1566.00
Item 14#	Remote Location (with dependants)		#	#
	Grade A			

	Grade B			
	Grade C			
	Remote Location (without dependants)		#	#
	Grade A			
	Grade B			
	Grade C			
Item 15#	Remote Location Annual Leave Travel by Private Vehicle		#	#
	Other Transport (with dependants)		#	#
	Other Transport (without dependants)		#	#
	Rail Travel		#	#

## SCHEDULE C -TRANSITIONAL ARRANGEMENTS

### 39. 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.

### 40. 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.

### 41. 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.

### 42. 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.

#### 43. 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 Employees who are covered under the TfNSW classification structure.

**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 89,574		88,441 90,944 93,447	Y X
7	92,710 95,956 99,314 102,787	8	94,710 97,551 100,393 103,234 106,075	Y Y Y X
8	106,387 110,111  116,997 122,148	9	109,060 112,332 115,604 118,875 122,148	Z Z - Z -

**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	1	43,563	X
	36,557		43,563	X
	41,794		43,563	X
			44,652	
			45,741	
			46,830	
2	44,078	2	47,919	
	46,079		48,175	X
	47,793		48,175	X
			48,175	X
			49,379	
			50,584	
3		3	51,788	
			52,993	
	50,747		53,300	X
	53,125		53,300	Y
			54,633	
	55,600		55,965	X
4		4	57,298	
			58,630	
	57,296		59,348	Y
	59,542		60,832	Y
	61,885		62,315	X
			63,799	
5			65,282	
	64,012			Z
	66,082			Z
6	67,272	5		Z
			66,933	
			68,606	
	68,748		70,279	Y
	70,835		71,953	Y
73,153	73,626	X		

7		6	74,620	
	74,745		76,486	Y
	77,383		78,351	Y
	78,885		80,217	X
8		7	82,082	
	82,121		83,435	Y
	85,456		85,938	Y
	88,124		88,441	X
9		8	90,944	
	92,178		94,710	Y
	94,826		97,551	Y
	99,093		100,393	X
10		9	103,234	
	101,594		106,075	
	105,602		109,060	X
	111,025		109,060	Y
11			112,332	X
	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 77,385 78,887	A	74,620	-
			78,351	X
			78,351	Y
			80,217	Y
Engineer Level 1 Yrs 4 - 6 (RTA USS 8)	82,121 85,454 88,123		83,435	Y
			85,938	Y
			88,441	-
Engineer Level 2 Yrs 1 1 - 3 (RTA USS 9)	92,176 94,826 99,092	B	90,944	-
			94,710	Y
			98,779	Y
			102,892	X
Engineer Level 3 Yrs 1 - 3 (RTA USS 10)	101,593 105,600 111,024	C	106,075	
			109,060	X
			109,060	Y
Engineer Level 4 Yrs 1 - 3 (RTA USS 11)	114,456 119,439 122,125		113,421	Y
			117,782	Y
			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	Y
	50,342		50,484	X
	51,012		51,788	
3	51,867		52,993	Z
	53,078		52,993	Z
	53,906		52,993	-
4		3	53,300	
	54,929		54,633	
	56,291		55,965	X
	57,756		57,298	Y
			58,630	-
5	58,941	4	59,348	X
	61,155		60,832	
	62,969		62,315	Y
			63,799	
			65,282	
6	64,165	5	66,933	X
	65,876		66,933	X
	68,276		68,606	X
			70,279	
			71,953	
			73,626	
Special	69,463	6	74,620	X
	73,016		74,620	Y
	76,606		76,486	
			78,351	X
			80,217	
			82,082	
SO A	77,683	7	83,435	X
	80,308		83,435	X
	83,119		83,435	Y
	86,262		85,938	
	89,910		88,441	Y
			90,944	X
			93,447	
SO B	89,090	8	94,710	X
	91,952		94,710	X
	95,051		97,551	Y
	98,443		100,393	Y
	102,121		103,234	X
			106,075	
SO C	99,079	9	109,060	X
	102,249		109,060	X

	105,706		109,060	X
	109,356		112,332	Y
	113,309		115,604	X
			118,875	
			122,148	
SO D	109,830		109,060	Z
	113,353		112,332	Z
	117,129		115,604	Z
	121,420		118,875	Z
	126,067		122,148	-
			122,148	-

**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 Jan 2012	Effective from 1 Jan 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	
					49,379	
	48,053	49,735	51,476		50,584	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				3	53,300	
	52,433	54,268	56,167		54,633	X
	53,732	55,613	57,559		55,965	X
	55,129	57,059	59,056		57,298	X
					58,630	
5	56,261	58,230	60,268	4	59,348	X
	58,373	60,416	62,531		60,832	X
	60,106	62,210	64,387		62,315	X
					63,799	
					65,282	
6	61,247	63,391	65,610	5	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	
					73,626	
Special	66,304	68,625	71,027	6	74,620	X
	69,698	72,137	74,662		74,620	X
	73,122	75,681	78,330		76,486	X
					78,351	
					80,217	
					82,082	
SO A	74,151	76,746	79,432	7	83,435	X
	76,656	79,339	82,116		83,435	X
	79,341	82,118	84,992		83,435	X
	82,340	85,222	88,205		85,938	X
					88,441	
	85,823	88,827	91,936		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
					100,393	
	97,479	100,891	104,422		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.