

IN THE FAIR WORK COMMISSION

Matter No: C2023/1

Title: Annual Wage Review 2022-23 – Copied State Awards

SUBMISSION OF TRANSDEV AUSTRALASIA PTY LTD

A. INTRODUCTION

1. Transdev Australasia Pty Ltd (**Transdev**) files this submission in the Fair Work Commission (**Commission**) in accordance with the directions issued by the Commission on 2 May 2023. The submission is made in the context of the Annual Wage Review 2022-23 (**2023 AWR**) in relation to the issue of copied State awards (**CSA**).
2. In summary:
 - (a) Transdev John Holland Buses (NSW) Pty Ltd (**TJHB**) is a joint venture between Transdev (75%) and John Holland Pty Ltd (25%).
 - (b) TJHB is covered by a CSA (**TJHB CSA**), which is derived from the *State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020 (State Award) (Annexure A)*.
 - (c) The TJHB CSA has covered TJHB since 3 April 2022. As at 8 May 2023, it also covers 91 employees (**Relevant Employees**).
 - (d) TJHB is presently engaged in an enterprise bargaining process, in relation to a proposed agreement that would cover it and the Relevant Employees instead of the TJHB CSA (**New EA**). It is not clear that the New EA will be made, and approved by the Commission, prior to 1 July 2023.

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- (e) For the reasons set out in this submission, which is accompanied by the witness evidence of Rachel Spencer, TJHB submits that the wage rates prescribed by the TJHB CSA should not be increased by the Commission in the 2023 AWR.

B. THE TJHB CSA & THE MODERN AWARD

3. For the reasons explained at [5] – [8] of Ms. Spencer’s statement, a transfer of business for the purposes of s.768AD of the *Fair Work Act 2009 (Act)* between the State Transit Authority (**STA**) and TJHB took effect on 4 April 2022, thereby resulting in TJHB and the employees who transferred from STA to TJHB being covered by the TJHB CSA.¹
4. The Relevant Employees carry out all aspects of bus maintenance. They are responsible for, among other things, servicing, refuelling and maintaining the fleet of buses operated by TJHB in respect of the Region 9 bus contract.² If the Relevant Employees were not covered by the TJHB CSA or an enterprise agreement, the *Manufacturing and Associated Industries and Occupations Award 2020 (Modern Award)* would cover them.

C. THE COMMISSION’S PREVIOUS APPROACH TO THE TJHB CSA

5. In the Annual Wage Review 2021-22 (**2022 AWR**), Transdev advanced submissions about three CSAs, including the TJHB CSA. The other two CSAs no longer cover it³, because they have been replaced by enterprise agreements.
6. It was TJHB’s primary position that the Commission should not apply any increase to its CSAs.⁴ It advanced the following key arguments in support of this:
- (a) The employees covered by the CSAs were entitled to an increase effective 1 April 2022.⁵
- (b) If the outcome of the 2022 AWR applied to its CSAs, that would have

¹ Section 768AM(1) of the Act.

² Ms. Spencer’s witness statement at [10].

³ The *State Transit Authority Senior and Salaried Officers’ Enterprise (State) Award 2021* and the *State Transit Authority Bus Operations Enterprise (State) Award 2021*.

⁴ Transdev submission at [16].

⁵ Transdev submission in response to Background Paper at paragraphs 6(a)(i) – (ii).

adverse consequences for its profitability.⁶

(c) The application of the 2022 AWR outcome to all CSAs may disincentivise national system employers from employing State public sector employees in circumstances where there would be a transfer of business, as a result of the increased labour costs that would follow.⁷

(d) If the outcome of the 2022 AWR was applied to its CSAs, it would further increase the existing margin between the wage rates prescribed by the CSAs vis-à-vis the rates prescribed by modern awards that cover employees undertaking comparable work.⁸

7. The submissions summarised at paragraphs (b) – (d) above are apposite and are relied upon by Transdev in this matter.

8. The Commission decided as follows: (emphasis added)

[376] In the course of these proceedings, much has been made of the different nature of awards made under the NSW industrial relations system and modern awards; and we think correctly so. The IRCNSW's statutory functions of 'setting fair and reasonable conditions of employment for employees' is different to our objectives in an annual wage review and in particular pursuant to the minimum wages objective in s.284 ('establishing and maintaining a safety net of fair minimum wages') the modern awards objective in s.134 (ensuring that 'modern awards, together with the National Employment Standards, provide a fair and relevant minimum safety net of terms and conditions') and s.3(b) of the Act ('ensuring a guaranteed safety net of fair, relevant and enforceable minimum terms and conditions').

[377] We agree that the copied State Awards concerned bear some characteristics of enterprise agreements as a result of the NSW disputes-based system. The copied State awards are derived from State awards made by consent by the State Transit Authority and its workforces and include agreed annual wage increases applied over a specified period (although as the Unions point out, the negotiated wage outcomes were subject to a State government wages cap).

[378] The evidence before us is that the current wage rates in the copied State awards applying to Keolis Downer, Busways and Transdev and their transferring employees are already significantly higher than the corresponding modern award rates. We also observe that the statutory underpinning for wage rates in copied State awards is the NMW rather than modern award rates.

...

[381] The Act does not compel us to vary the wage rates in copied State awards. The

⁶ Transdev submission in response to Background Paper at paragraph 6(a)(i).

⁷ Transdev submission in response to Background Paper at paragraph 6(a)(iv).

⁸ Transdev submission in response to Background Paper at paragraph 6(c).

Panel has discretion to vary some or all wages in copied State awards in the context of a Review and in exercising that discretion will be guided by the applicable statutory considerations and the requirement under s.577 that the Commission perform its functions and exercise its powers in a manner that is fair and just.

...

[387] We observe that the majority of adult classifications in the copied State awards have wage rates above the low-paid benchmark. However, there are some classifications that, although above the new NMW (other than the weekly apprentice rates specified in the 2020 Bus Engineering and Maintenance Award), fall below the low-paid benchmark. We have taken this into account in reaching our view.

[388] The objects in s.3 of the Act include ‘ensuring a guaranteed safety net of *fair*, relevant and enforceable minimum terms and conditions’ (s.3(b)) and ‘achieving productivity and *fairness* through an emphasis on enterprise-level collective bargaining’ (s.3(f)) [emphasis added]. Our discussion above regarding the character of the ‘consent’ State Awards with which we are concerned and recent wage increases conferred under those State Awards is relevant to considerations of fairness.

...

[389] In respect of s.3(f), the parties have provided information on the status of enterprise bargaining to replace the copied State awards and made submissions on the impact on the bargaining of annual wage review wage increases.

[390] We note Keolis Downer’s, Busways’, Transdev’s and the Unions’ material as to the progress of enterprise bargaining negotiations. As we are considering potential wage increases on an enterprise basis, while we cannot predict the precise impact of our decision on collective bargaining, we observe as a general proposition that an upward adjustment to wage rates in these copied State awards may act as a disincentive to bargaining, in circumstances where the employers are already paying above modern award rates of pay.

[391] In view of the above matters and the particular circumstances evident here, we are satisfied that the current wage rates in the copied State awards applying to Keolis Downer, Busways and Transdev provide a safety net of fair minimum wages. Accordingly, having regard to the NMW order in this Review and the relevant statutory considerations (including in ss.3, 577 and 578), we consider that the Review increase to modern award minimum wages should not be applied to the copied State awards applying to Keolis Downer, Busways and Transdev, and their transferring employees on this occasion.⁹

9. The following propositions falling from the above extract remain relevant and are relied upon by Transdev in these proceedings:
 - (a) The TJHB CSA is derived from a State award that was made by consent by the STA and its workforce.
 - (b) The character of the TJHB CSA (as described above) is relevant to the

⁹ *Annual Wage Review 2022-23* [2022] FWCFB 3500 at [376] – [391].

issue of *'fairness'*. In particular, it would not be fair or appropriate to apply the outcome of the 2023 AWR to an instrument that has been derived from a NSW state award that, in effect, prescribes paid rates.

- (c) The rates of pay prescribed by the TJHB CSA are significantly higher than those prescribed by the Modern Award. They clearly provide a *'fair'* safety net. We return to this issue later in this submission.
 - (d) The adult rates of pay prescribed by the TJHB CSA are above the low-paid benchmark for the purposes of s.284(1)(a) of the Act. None of the employees entitled to those rates are low paid in the relevant sense.
 - (e) The Commission is not *compelled* to vary the wage rates contained in the TJHB CSA. The Act simply grants it the *discretion* to do so. The Commission should not exercise that discretion for the reasons set out in this submission.
 - (f) An upwards adjustment to wage rates in the TJHB CSA may disincentivise collective bargaining.
10. Consistent with its decision last year, for all of the above reasons, the Commission should not increase the wage rates prescribed by the TJHB CSA in the 2023 AWR.

D. THE WAGES PAYABLE TO THE RELEVANT EMPLOYEES

11. The Relevant Employees are currently paid the most recent wages and allowances prescribed in Part B, Schedule A of the CSA (i.e. the wages and allowances that are described as applying from 1 April 2022).¹⁰

¹⁰ Ms. Spencer's witness statement at [11].

12. At **Annexure B** to this submission, we have:
- (a) Sought to align each classification level contained in the State Award, based on the descriptions set out in clause 18, with the most closely corresponding classification level contained in the Modern Award; and
 - (b) Compared the minimum weekly rates prescribed by each instrument in respect of those corresponding classification levels.
13. The analysis shows that the minimum rates prescribed by the State Award significantly exceed those prescribed by the Modern Award. The differential ranges between 21% - 56%. In addition, the State Award requires the payment of shift penalties¹¹, overtime rates¹² and weekend penalty rates¹³.
14. None of the employees covered by the TJHB CSA are low paid, in the relevant sense. The lowest current adult minimum weekly rate prescribed by the CSA (\$985.10) is between the C9 (\$970.40) and C8 (\$999.90) rates prescribed by the Modern Award.
15. Typically, the relative living standards and needs of the low paid is one of the key considerations that influences the Commission’s decision in an AWR in relation to the national minimum wage and modern award minimum wages. In relation to the TJHB CSA, however, s.284(1)(a) is a neutral consideration.
16. Thus, the application of the outcome of the 2023 AWR in relation to minimum wages to the TJHB CSA would be unjustifiable and unfair.

E. THE COMMERCIAL ARRANGEMENTS

17. The evidence establishes that:

(a) [REDACTED]

[REDACTED]

[REDACTED]

¹¹ Clause 32 of the State Award.
¹² Clause 33 of the State Award.
¹³ Clauses 34 – 35 of the State Award.

(b) Apart from the revenue it earns through the provision of the Region 9 bus contract, it does not have any other sources of revenue.

(c) It does not have the discretion to set, or adjust, bus fares paid by passengers.

(d) [REDACTED]

18. The factors listed above, individually and collectively, limit TJHB's ability to sustainably pass on a significant increase in wages to its employees. A requirement to do so may have an adverse impact on the business, in the short, medium and long term; noting the compounding effect that this would have in future years.

F. THE ENTERPRISE BARGAINING PROCESS

19. TJHB, the Australian Manufacturing Workers' Union (**AMWU**), the Electrical Trades Union (**ETU**) and individual employee bargaining representatives are negotiating the New EA.

20. As the Commission observed in the 2022 AWR, an upward adjustment to wage rates in the TJHB CSA may discourage collective bargaining. Specifically, as per Ms. Spencer's evidence, an increase to the TJHB CSA may render it impracticable for agreement to be reached, if the increase exceeds what TJHB is able to agree to for its enterprise agreement.

21. At the very least, an increase to the wage rates in the TJHB CSA would compromise TJHB's position in the bargaining process. It would become highly unlikely that the employees and / or unions would agree to a wage increase less than that which is awarded by the Commission.

22. It would not be appropriate for these proceedings to deliver an outcome that would so substantially affect the course of bargaining between the parties and, in effect, stymie productive discussions that might otherwise result in agreement about a fair and reasonable wage increase, that is sustainable and responsible, having regard to the various circumstances relevant to TJHB and the Relevant Employees.

G. Conclusion

23. In summary, the Commission should not increase the rates payable under the TJHB CSA, because:

- (a) Most of the reasons for which the Commission decided not to vary the TJHB CSA in the 2022 AWR remain relevant. In the absence of cogent reasons, the Commission should not depart from the approach it adopted last year.
- (b) The TJHB CSA has been derived from a State Award that was made by consent and prescribed paid rates.
- (c) The Relevant Employees are not low paid.
- (d) The CSA provides a fair, if not generous, safety net, with rates that well exceed the minimum rates prescribed for comparable work under the Modern Award.
- (e) It would inappropriately and unjustifiably further the differential described above.
- (f) It may result in an adverse impact on TJHB's business, having regard to the terms of the commercial arrangement between it and its client.
- (g) THJB is negotiating the New EA. An increase to the TJHB CSA rates as a consequence of these proceedings may disincentivise bargaining by rendering it impracticable to reach agreement. At the very least, it would compromise TJHB's position in bargaining.

11 May 2023

(1900)

SERIAL C9135

STATE TRANSIT AUTHORITY BUS ENGINEERING AND MAINTENANCE ENTERPRISE (STATE) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(Case No. 100034 of 2020)

Before Commissioner Sloan

22 April 2020

AWARD

PART A

1. Award Title

This Award is entitled the "State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020".

2. Arrangement

Clause No.	Subject Matter
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- | | |
|----|-------------|
| 1. | Award Title |
| 2. | Arrangement |

PART I - APPLICATION AND OPERATION OF AWARD

- | | |
|----|------------------------------|
| 3. | Anti-Discrimination |
| 4. | Area, Incidence and Duration |
| 5. | Introduction |
| 6. | Contestability |

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

- | | |
|-----|------------------------------|
| 7. | Work Practices |
| 8. | Application of Skills |
| 9. | Flexibility |
| 10. | Job Time Recording |
| 11. | Job Costing/Time Recording |
| 12. | Performance Indicators |
| 13. | Bench Marking |
| 14. | Special Maintenance Programs |

PART III - MAINTENANCE CLASSIFICATIONS

- | | |
|-----|----------------------------|
| 15. | Fleet Operations Division |
| 16. | Career Path |
| 17. | Career Path Development |
| 18. | Classification Definitions |

PART IV - EMPLOYMENT RELATIONSHIP

19. Employer and Employee Duties
20. Performance of Work
21. Employment Relationship
22. Contracting
23. Apprenticeships, Traineeships and Cadetships
24. Adult Apprentice Wage Rates
25. Apprentices
26. Temporary Staff / Employees
27. Non Trade Related Bus, Yard and Depot Facilities Functions
28. Abandonment of Employment
29. Termination of Employment
30. Job Security

PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work
32. Shift Work
33. Overtime
34. Saturday Time
35. Sunday Time
36. Rosters
37. Rostering Arrangements
38. Change of shift
39. Higher Duties
40. Attending Office
41. Meal and Rest Breaks

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave
43. Long Service Leave
44. Personal Leave
45. Parental Leave
46. Maternity Leave
47. Adoption Leave
48. Domestic Violence Leave
49. Jury Service
50. Blood Donors Leave
51. Public Holidays
52. Clearance of Public Holidays and Picnic Days

PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages
54. Wage Increases
55. Salary Sacrifice for Superannuation
56. Wage Rates
57. Supported Wage Systems
58. Allowances

PART VIII - TRAINING

59. Training
60. Training Costs
61. Learning and Development Committee

62. Training for Relief Leading Hands

PART IX - COMMUNICATION / CONSULTATION

63. Consultative Mechanism and Procedure

64. Communications and Consultation

65. Consultative Committee

66. Productivity Committee

67. Introduction of Change

68. Delegates

69. Right of Entry of Union Officials

PART X - GENERAL

70. Drugs and Alcohol

71. Renegotiation

72. Dispute Settlement Procedure

73. No Extra Claims

PART B

Schedule A - Wages and Allowances Tables

Schedule B - Maintenance Structure (See File)

PART I - APPLICATION AND OPERATION OF AWARD

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the Dispute Resolution Procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Employers and employees may also be subject to Commonwealth anti-discrimination legislation. Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- 3.4.1 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.
- 3.5 Nothing in this clause is to be taken to affect:
- 3.5.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;
- 3.5.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.5.3 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

- 3.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Area, Incidence and Duration

- 4.1 This Award comes into force from 22 April 2020 and shall remain in force until 31 March 2023, and rescinds and replaces the State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2018.
- 4.2 This Award is binding upon:
- 4.2.1 the Secretary of the Department of Transport as head of the Transport Service (the Employer); and;
 - 4.2.2 Employees employed as members of the Transport Service in the STA Group who are engaged in any of the classifications or occupations specified in this Award (Employees), and
 - 4.2.3 the Rail, Tram and Bus Union of New South Wales, and
 - 4.2.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
 - 4.2.5 the Electrical Trades Union of Australia, New South Wales Branch, and
 - 4.2.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
 - 4.2.7 The Australian Workers' Union, New South Wales.
- 4.3 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
- 4.4 "State Transit" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was inserted following the commencement of the *Government Sector Employment Act* 2013 to reflect that the State Transit Authority Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act* 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "State Transit" refer to the business of the State Transit Authority of New South Wales rather than to the employer).

- 4.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act* 1988.

5. Introduction

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long-term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
 - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.

- 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.
- 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
- 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
- (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
 - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
- 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangements are necessary from time to time to meet operational requirements. When these changes occur, it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 5.1.7 There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.
- 5.1.8 Initiatives identified and used to offset wage increases in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced, and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

6. Contestability

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

PART II - FLEET OPERATIONS DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES

7. Work Practices

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

8. Application of Skills

- 8.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition, there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

9. Flexibility

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (e.g. Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.
- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
 - 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
 - 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
 - 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in Clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

10. Job Time Recording

An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

11. Job Costing/Time Recording

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Maritime Services or its successor and Transport for New South Wales requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

12. Performance Indicators

- 12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.

12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.

12.2.1 Workers Compensation costs and lost time due to injury

The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- (c) Work Health Safety (WHS) training for convenors, chairpersons and members of (WHS) Committees to assist in the identification and correction of hazards at the workplace.

12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

13. Bench Marking

- 13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.
- 13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

14. Special Maintenance Programs

- 14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team

working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.

- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams' approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

PART III - MAINTENANCE CLASSIFICATIONS

15. Fleet Operations Division

- 15.1 The current structure for the Fleet Operations Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Fleet Operations Division will include the position of Leading Hand undertaking supervisory and trades-based work.
- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

16. Career Path

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

17. Career Path Development

- 17.1 In this Award, the career path structure will contain five generic classifications, being:
- 17.1.1 Engineering Repair Tradesperson Mechanical
 - 17.1.2 Engineering Repair Tradesperson Electrical
 - 17.1.3 Engineering Repair Tradesperson Vehicle Building/Fabrication
 - 17.1.4 Engineering Repair Assistant
 - 17.1.5 Storeperson
- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.

- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
 - 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
 - 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.
- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

18. Classification Definitions

- 18.1 Engineering Repair Tradesperson Level 1:
- 18.1.1 Craftsperson who holds a trade certificate or tradesperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
 - 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, e.g. good housekeeping.
 - 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
 - 18.1.4 A craftsperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.
- 18.2 Engineering Repair Tradesperson Level 2:
- 18.2.1 Craftsperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion e.g. tasks within the stream and/or performing higher level technical tasks within a core trade stream.
 - 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.
 - 18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftsperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under

general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

18.3 Engineering Repair Tradesperson Level 3

18.3.1 Craftsperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.

18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry e.g. applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criterion for progression to Level 4.

18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing

organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities
- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery e.g. Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;
- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;
- (f) Maintaining record systems and compile reports;
- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;
- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational WHS, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storeperson Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;
- (c) Planning and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;

- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

PART IV - EMPLOYMENT RELATIONSHIP

19. Employer and Employee Duties

- 19.1 With the exception of Casual Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

20. Performance of Work

All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

21. Employment Relationship

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the *Industrial Relations Act 1996* (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the *Industrial Relations Act 1996* (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week) and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (e.g. more than 38 hours per week).

22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.

- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices is based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.
- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (AAIP) or equivalent, where applicable. AAIP allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of an Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, e.g. Industry Allowance and Tool Allowance.

YEAR	PERCENTAGE
First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

24. Adult Apprentice Wage Rates

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive whichever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid whichever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

25. Apprentices

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer’s trade requirements.

- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an unapprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

26. Temporary Staff/Employees

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division.

Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:
- 26.2 Subject to paragraph 26.2.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.
 - 26.2.1 All avenues of using existing State Transit Employees are to be explored.
 - 26.2.2 Temporary Employees are to be directly employed by State Transit.

26.2.3 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.

26.2.4 Temporary Employees will receive the same pass entitlements of full time Employees.

26.2.5 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.

26.2.6 Services may be terminated at any time by either party, providing one week's notice is given.

26.2.7 Temporary staff will not be utilised to cover current Annual Leave clearance.

27. Non Trade Related Bus, Yard and Depot Facilities Functions

- 27.1 All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.
- 27.2 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.3 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.4 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.5 Under this clause a 'Casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.6 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.7 A Casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.8 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise e.g. Legislative provisions that may provide Long Service Leave for Casual Employees.
- 27.9 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.10 A casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.11 State Transit shall not require an existing permanent Employee to become a casual Employee.
- 27.12 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirements or where a legitimate need for casual Employees arises.
- 27.13 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.

- 27.14 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- 27.14.1 Clause 16 - Career Path, and Clause 17 - Career Path Development
 - 27.14.2 Clause 28 - Abandonment of Employment
 - 27.14.3 Subclause 29.2 - Notice of Termination
 - 27.14.4 Clause 30 - Job Security
 - 27.14.5 Clauses contained in Part VI - Leave and Public Holidays, of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 45 - Parental Leave (which only applies to Regular casual Employees).
 - 27.14.6 Clause 55 - Salary Sacrifice for Superannuation.
 - 27.14.7 Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 Training for Relief Leading Hands
- 27.15 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the *Industrial Relations Act 1996* (NSW) for casual Employees in all areas covered by this Award.

28. Abandonment of Employment

- 28.1 Where an Employee, within a period of 21 days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 The Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First Letter and provide a satisfactory explanation for their absence.
 - 28.2.2 Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
 - 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven (7) days of service of the Second Letter.
 - 28.2.4 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate supporting the whole of the absence.
- 28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be effected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

29. Termination of Employment

29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.

29.2 Notice of Termination

29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

Period of service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

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

30. Job Security

30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

PART V - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

31. Ordinary Hours of Work

31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four-week work cycle.

- 31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.
- 31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.
- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty-two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

32. Shift Work

- 32.1 Definitions for the purpose of this clause:
- 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
- 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
- 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
- 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.
- 32.2 Employees working on afternoon or night shift shall be paid as follows:
- 32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.
- 32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts

worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.

32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

33. Overtime

33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.

33.1.1 All time worked on a Sunday shall be paid in accordance with clause 35 of this Award. Overtime performed on a Sunday stands alone and is not included in the calculation of weekly overtime.

33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with Clause 31 - Ordinary Hours of Work, and Clause 32 - Shift Work, of this Award.

33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.

33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.

33.5 Rest period after overtime

33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.

33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.

33.5.3 If on the instruction of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:

33.6.1 For the purpose of changing shift rosters;

33.6.2 Where a shift worker does not report for duty;

33.6.3 Where the shift is to be arranged between the Employees themselves.

33.7 Call back

33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.

33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

33.8 Crib time

33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.

33.8.2 An Employee who works four hours overtime after having had the crib break provided in paragraph 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.

33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

33.9 Short notice pre-start

33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

34. Saturday Time

34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

35. Sunday Time

35.1 Time worked on a Sunday shall be paid at the rate of double time.

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

36. Rosters

- 36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.
- 36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.
- 36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:
 - 36.3.1 Staff classification type and numbers in a location;
 - 36.3.2 Actual work location including redeployment to another work location;
 - 36.3.3 Shift start and finishing times;
 - 36.3.4 Rostered day off patterns;
 - 36.3.5 Mutually agreed flexible rostering initiatives; for example 9 day fortnight.
- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s.

37. Rostering Arrangements

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
 - 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
 - 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
 - 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
 - 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the relevant Regulator.
- 37.4 Without diminishing the responsibilities and requirements as nominated in clause 38, consideration is to be given to travel arrangements of Employees when constructing rosters.

38. Change of Shift

In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given at least 48 hours notice of the change. Where there is no relief line, another Employee within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there

are no agreed arrangements in place and no volunteers, the last person employed at the location, on the shift not required (i.e. if a day shift is not required then the last employed at the location working day shift) is to receive at least 48 hours notice of the change.

39. Higher Duties

- 39.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 39.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 39.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 39.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 39.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

40. Attending Office

- 40.1 Where the Employer requires an Employee to:
 - 40.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits; or
 - 40.1.2 attend any court or coronial inquiry,
- the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

41. Meal and Rest Breaks

- 41.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 41.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.
- 41.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 41.4 If a rest break is granted, it shall be at the Employer's time.

PART VI - LEAVE AND PUBLIC HOLIDAYS

42. Annual Leave

- 42.1 Employees shall be entitled to Annual Leave as prescribed by the *Annual Holidays Act 1944* (NSW).
- 42.2 Annual Leave Loading
 - 42.2.1 An Employee who has been a shift worker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

42.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

43. Long Service Leave

Employees shall be entitled to Long Service Leave as prescribed in relevant legislation.

44. Personal Leave

44.1 Personal Leave consists of the following three types of leave:

44.1.1 Sick Leave;

44.1.2 Carer's Leave; and

44.1.3 Compassionate/Bereavement Leave

44.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

44.3 For the purpose of this clause the entitlement to use sick leave in accordance with this clause for Carer's leave is subject to:

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

44.3.2 A spouse of the staff member; or

44.3.3 A de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or

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

44.3.5 A same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition: -

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

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

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

44.3.9 Year means the period of twelve months from 1 January to 31 December inclusive.

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

44.3.11 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.

44.4 Sick Leave

44.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

44.4.2 Subject to Subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;

- (a) Paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.

44.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

44.5 Managing Sick Leave Related Absences

44.5.1 The parties have agreed to implement a range of strategies to reduce average Sick Leave levels for Employees covered under this Award and have committed to achieving a target level of an average of 9 days per year, per Employee.

44.5.2 The strategies to be implemented will include, but are not limited to, the following:

- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.
- (b) Payment of Sick Leave is provisional on an Employee:
 - (i) Reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information; and
 - (ii) An agreed minimum level of information being supplied including the nature of the illness or injury and the estimated duration of the absence (where an Employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for Sick Leave dealt with confidentially by an alternative manager, a Health Services Officer, or a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, based on the individual circumstances including the Employee's absence history.
- (d) The Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history.
- (e) Employees with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non-certificated Sick Leave.
- (f) A requirement that any Employee on long term Sick Leave may be required by the Employer to participate in a return to work program.

44.5.3 For the purpose of this clause, Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:

- (a) Failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's eLibrary), or an obligation imposed under the provisions of this clause.
- (b) Failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

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

- (a) A pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (b) High number of one to two-day unplanned absences, particularly for different reasons;
- (c) A pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, Public holidays or Annual Leave;
- (d) Unplanned absences on a day which an Employee sought a day off, but which was not approved;
- (e) Unplanned absences on special events; or
- (f) Five or more absences (particularly single day absences) in a four month period.

44.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

44.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- (b) If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an Absence Management Program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

44.5.7 Absence Management Program Step 2 - Placement on a Program

Should an Employee's attendance pattern remain unsatisfactory, the Employee will again be interviewed by their manager. If, following the further interview, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be placed on an Absence Management Program which will include the following:

- (a) All unplanned absence due to personal illness or injury will need to be medically supported while the Employee remains on an Absence Management Program;
- (b) Regular review meetings between the manager and Employee as required;

- (c) Any unplanned absence will require approval and until the Employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action;
- (d) Medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) Written confirmation of placement on the Absence Management Program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

44.5.8 Absence Management Program Step 3 - Disciplinary Action

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

44.5.9 Continuous Review

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

44.5.10 The parties agree that in order to give full effect to the provisions of this clause that:

- (a) the Employer's Sick Leave Policy and procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- (b) Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave, and
- (c) the Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.

44.6 Carer's Leave

44.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of ten days from their Sick Leave entitlement to use as Carer's Leave.

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

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

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

44.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

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

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

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
 - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
 - (ii) the Employee has exhausted all paid Carer's Leave; or
 - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) the Employee has been placed on an Attendance Monitoring Program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

44.6.7 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.

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

44.7 Compassionate/Bereavement Leave

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

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

45. Parental Leave

45.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. An Employee, including a casual employee who has had at least twelve months continuous service, is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy. Continuous service for a casual means works on an unbroken, systematic and regular basis.

45.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where 'child' means a person under the age of five years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who had previously continuously lived with the Employee for a period of six months or more.

45.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks

unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

- 45.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental Leave in the following circumstances:
- (a) For maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child;
 - (b) For Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 45.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.
- 45.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 45.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.
- 45.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.
- 45.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.
- 45.10 Returning to work after a period of Parental Leave
- 45.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that position still exists. If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
 - 45.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.
 - 45.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.
- 45.11 Notice of Parental Leave
- 45.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:
 - (a) For maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
 - (b) Written notification of the dates on which they propose to start and finish the period of Parental Leave, and
 - (c) A statutory declaration stating:
 - (i) the period of leave sought is so that they can be the primary caregiver to the child, and

- (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and
- (iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.

45.11.2 An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date.

45.12 Replacement Employees

45.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.

45.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

45.13 Variation of Parental Leave

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

45.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

46. Maternity Leave

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

46.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.

46.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.

46.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.

46.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.

46.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

46.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

46.8 Paid Maternity Leave

46.8.1 A female Employee entitled to Parental Leave (i.e. completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.

46.8.2 An Employee is entitled to a maximum of 14 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.

46.9 Separate from paid Maternity Leave, an Employee may be paid accrued Annual and/or Long Service Leave as part of the Maternity Leave period. The accrued leave can be taken:

(a) For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or

(b) For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.

Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

47. Adoption Leave

47.1 Employees including a casual employee who has had at least twelve months continuous service are entitled to paid adoption leave in accordance with this clause and with the Employer's Adoption Policy. Continuous service for a casual means work on an unbroken, systematic and regular basis.

47.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

47.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

47.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.

47.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

47.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

48. Domestic Violence Leave

Employees shall be entitled to Domestic Violence Leave in accordance with the Employer's Domestic Violence Leave policy, as amended from time to time.

49. Jury Service

49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of

their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.

- 49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she is required to attend for jury service. Further, the Employee shall give the Employer proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

50. Blood Donors Leave

Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours or as recommended by the appropriate Authority.

51. Public Holidays

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.
- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.
- 51.4 Substitution of certain public holidays, which fall on a weekend:
- (a) Where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day;
 - (b) Where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day;
 - (c) Where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.
- 51.7 Payment for time worked on a public holiday -
- 51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.

51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.

51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.

51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:

- 7 hours and 36 minutes pay at ordinary rates; or
- 7 hours and 36 minutes added to his or her Annual Leave; or
- A substitute day off on an alternative weekday.

This shall apply to rostered days off which fall on a Saturday or a Sunday where the Saturday or Sunday is part of the normal working roster, and actually worked by the rostered employee, for at least 4 shifts during the preceding 12 months.

51.10 Where an employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.

51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.

51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

52. Clearance of Public Holidays and Picnic Days

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

PART VII - WAGES AND RELATED MATTERS

53. Payment of Wages

53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.

53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.

53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

54. Wage Increase

- 54.1 The Parties agree to an increase of employee-related costs by 2.5% per annum, for a nominal period of three years, commencing from 1 April 2020.
- 54.2 The employee-related costs include increases to the minimum superannuation payment to be made for the benefit of employees. For the nominal duration of this Award, this includes a scheduled increase to the current superannuation contribution rate of 9.5% to 10% from 1 July 2021, then to 10.5% from 1 July 2022.
- 54.3 Given the scheduled increases to superannuation referred to above, the following wage increases will apply to Employees covered by this Award:
- 2.50% increase will apply from 1 April 2020
 - 2.15% increase will apply from 1 April 2021
 - 2.04% increase will apply from 1 April 2022
- 54.4 In the event there are changes to the scheduled increases to the minimum superannuation payment, the parties are to review the wages increases referred to in subclause 54.3 to ensure compliance to subclause 54.1.
- 54.5 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

55. Salary Sacrifice for Superannuation

- 55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Award to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause 'superannuable salary' means the Employee's wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:
- 55.2.1 Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 55.2.2 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 55.3.1 Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or
- 55.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.
- 55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

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

the *Superannuation Act 1916*;

the *State Authorities Superannuation Act 1978*;

the *State Authorities Non-Contributory Superannuation Act 1987*; or

the *First State Superannuation Act 1992*,

the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 55.5, the Employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

56. Wage Rates

The rates of pay for the different classifications relevant to this Award are set out in Schedule A of this Award.

57. Supported Wage Systems

57.1 Workers eligible for a supported wage.

57.1.1 This clause defines the conditions, which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Award. In the context of this clause, the following definitions will apply:

- (a) Support wage system means the Commonwealth Government (or State equivalent) system to promote employment for people who cannot work at full Award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Processes" as amended from time to time.
- (b) Accredited Assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- (c) Disability Support Pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
- (d) Assessment Instrument means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

57.2 Eligibility Criteria

57.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the Employee is engaged under this Award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

57.2.2 This clause does not apply to any existing Employee who has a claim against the Employer, which is subject to the provisions of workers' compensation legislation, or any provision of this Award relating to the rehabilitation of Employees who are injured in the course of their current employment.

57.2.3 The Award does not apply to Employers in respect of their facility program undertaking service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to an organisation which has received recognition under Part II of the said Act, or if a part only has received recognition, that part.

57.3 Supported Wage Rates

57.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this Award for the class of work, which the person is performing according to the following schedule:

Assessed Capacity	Percentage of Prescribed Rate of Pay
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

57.3.4 For the purpose of establishing the percentage of the Award rate to be paid to an Employee under this Award, the productive capacity of the Employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.

57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the NSW Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

57.4.3 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

57.4.4 When an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award on a pro rata basis.

57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

57.6 Trial Period

57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.

57.6.4 Work trials should include induction or training as appropriate to the job being trialled.

57.6.5 Where the Employer and Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause 57.3.4.

58. Allowances

58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.

58.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

58.3 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.

58.4 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.

58.5 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.

58.6 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.

58.7 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.

58.8 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.

58.8.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8, Crib time, except in the following circumstances:

- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
- (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.
- (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.

58.8.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.

58.9 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.

58.10 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.

58.11 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.

58.12 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.

58.13 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowance specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.

58.14 Travelling and working away from usual place of work

58.14.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.

58.14.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which

case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.

- 58.14.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.14.1 and 58.14.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.
- 58.14.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.
- 58.14.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.14.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.

58.15 Living away from home

- 58.15.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.15.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.15.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.15.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (i.e. Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

PART VIII - TRAINING

59. Training

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.

- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.
- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

60. Training Costs

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

61. Learning and Development Committee

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 To enable Employee involvement in the training processes.
 - 61.2.2 The Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.
- 61.3 The Learning and Development Committee shall be comprised of two Service Managers, a learning and development representative; an engineering repair tradesperson from each stream, and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.

- (b) recommencing individual Employees for training and reclassification.
- (c) reviewing assessment and criteria to be applied for new and existing staff.
- (d) advising management and Employees regarding the ongoing effectiveness of the training.

62. Training for Relief Leading Hands

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.
- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (e.g. Gas Bus Certification).

PART IX - COMMUNICATION/CONSULTATION

63. Consultative Mechanism and Procedure

The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

64. Communications and Consultation

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65, the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

65. Consultative Committee

- 65.1 A consultative committee shall be established at each garage.
- 65.2 Functions of the Consultative Committees:
 - 65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.
 - 65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.
 - 65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.

65.3 Composition of Consultative Committee

65.3.1 The Consultative Committee shall be comprised of six permanent members of which:

- (a) two will be representatives of management, at least one shall be of senior management level; and
- (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).

65.4 Meetings

65.4.1 The consultative committee shall meet as required but not less than monthly.

65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

65.4.3 Committee members may co-opt others to represent them at meetings when required.

65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.

65.5 Consultative Procedures

65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.

65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.

65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.

65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.

65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

66. Productivity Committee

66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.

66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.

66.3 The terms of reference must include:

66.3.1 Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.

66.3.2 Genuine time frames for targets to be achieved.

66.3.3 Periodic reviews of progress and major reviews.

66.3.4 Mechanisms to review and implement new initiatives.

66.3.5 Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.

66.3.6 An internal disputes settlement mechanism.

66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Unions New South Wales.

67. Introduction of Change

67.1 Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer shall notify the Employees who may be affected by the proposed changes and their Unions.

67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

68. Delegates

68.1 For the purposes of:

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

an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.

68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.

68.3 Subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs.

68.4 Delegate Training:

Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.

68.5 Amenities:

The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

69. Right of Entry of Union Officials

69.1 For the purposes of:

69.1.1 Ensuring compliance by the Parties with the terms of this Award; and

69.1.2 Facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:

- (a) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
- (b) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.

69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.

69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

PART X - GENERAL

70. Drugs and Alcohol

70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.

70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

71. Renegotiation

It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

72. Dispute Settlement Procedure

72.1 When the parties to this Award are in dispute over any issue that directly affects the interest of any of the parties, the dispute will be dealt with in accordance with this clause.

72.2 Step 1

In the first instance, any claim, dispute or matter (the Dispute) which is local in nature, and which will not impact on other locations, will be settled at the workplace between the Employee and or their representative or Union and the local Manager (that is, the Employee's immediate Manger). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

72.3 Step 2

If the Dispute cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manger with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the Dispute with the Employee and or their representative, and local union delegate as soon as practicable.

72.4 Step 3

If the Dispute is not resolved as provided for in Step 2 (or if the subject matter of the Dispute is not local in nature), the Dispute should be referred to the appropriate Executive Director, and may also be referred by the Employee or their representative or local union delegate to a Union Official, who must attempt to resolve the dispute.

72.5 Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a Policy of the Employer or an industrial instrument, the parties to the Dispute may agree to bypass Steps 1 through 3 and instead refer the matter directly to the Employee Relations Manager for resolution, in conjunction with the relevant Manager/s or Executive Director/s.

72.6 Step 4

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Employee Relations Manager, may refer the matter to the Executive Director, People and Culture (or, at the discretion of the Executive Director, People and Culture, the Chief Executive) for a further attempt at resolution between the parties.

72.7 Step 5

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may refer the Dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the Dispute.

72.8 Step 6 - Referral to the IRC

If, following action under Steps 1 to 5, the dispute remains unresolved, any party to the Dispute may refer the dispute to the Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the Employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a

period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

- 72.11 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.
- 72.13 The parties acknowledge that, where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

73. No Extra Claims

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

PART B

SCHEDULE A - WAGES AND ALLOWANCES TABLES

Table 1 - Wages

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
L/H Step 1	1451.90	1483.10	1513.40
L/H Step 2	1493.50	1525.60	1556.70
L/H Step 3	1535.60	1568.60	1600.60

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2.04%
ERT Level 4	1372.80	1402.30	1430.90
ERT Level 3	1304.70	1332.80	1360.00
ERT Level 2	1241.00	1267.70	1293.60
ERT Level 1	1181.10	1206.50	1231.10

Weekly Rates for Storeperson

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
Storeperson Level 2	1164.20	1189.20	1213.50
Storeperson Level 1	1092.50	1116.00	1138.80

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
ERA Level 4	1092.50	1116.00	1138.80
ERA Level 3	1033.20	1055.40	1076.90
ERA Level 2	1003.90	1025.50	1046.40
ERA Level 1	945.10	965.40	985.10

Weekly Rates for Apprentices

Classification	1 April 2020 2.5%	1 April 2021 2.15%	1 April 2022 2.04%
Apprentice			
4th Year (88%)	1039.40	1061.80	1083.50
3rd Year (75%)	885.90	905.00	923.50
2nd Year (60%)	708.70	723.90	738.70
1st Year (50%)	590.60	603.30	615.60

plus the relevant proportionate Industry Allowance.

Table 2 - Allowances

Allowances	1 April 2020 2.50%	1 April 2021 2.15%	1 April 2022 2.04%
Wet Work	\$0.71	\$0.73	\$0.75
Confined Spaces	\$0.88	\$0.90	\$0.92
Height Money	\$0.45	\$0.46	\$0.47
Asbestos	\$0.92	\$0.94	\$0.96
Fibreglass	\$0.34	\$0.35	\$0.36
Supervisor Certificate - Electrician	\$47.23	\$48.25	\$49.23
Registration Certificate - Electrician	\$25.64	\$26.19	\$26.72
Private Motor Vehicle	Rate will be as prescribed by Premier's Circular: Official business When an Employee is required to use their own vehicle for official business. The rate from 1 July 2019 for official business use is 68 cents per kilometre. Casual Rates Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above. From 1 July 2019, the casual rate is 27.2 cents per kilometre.		
Asbestos Eradication	\$2.75	\$2.81	\$2.87
First Aid	\$3.58	\$3.66	\$3.73

Industry Allowance (non Apprenticed full time adult employees)	\$53.50	\$54.70	\$55.80
Living Away From Home Allowance Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's Circular shall be payable with respect to overnight travel allowance. (From 1 July 2019, the rate for Sydney is \$321.75 and Newcastle \$302.75 and meal allowances for one day journeys which from 1 July 2019 range from \$28.15 to \$53.90).		
The overtime meal allowance is currently \$15.70 for the first meal and \$13.40 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.			

D. SLOAN, *Commissioner*

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Classification structure comparison: State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020 vs Manufacturing and Associated Industries and Occupations Award 2020

State Award Classification	Manufacturing Award	State Award Weekly Rate (\$)	Manufacturing Award Weekly Rate (\$)	% Difference
Engineering Repair Tradesperson 1	C10	1231.10	940.90	31
Engineering Repair Tradesperson 2	C9	1293.60	970.40	33
Engineering Repair Tradesperson 3	C8	1360.00	999.90	36
	C9	1360.00	970.40	40
Engineering Repair Tradesperson 4	C7	1430.90	1026.60	39
Leading Hand Step 1	C7 ¹	1513.40	1026.60	47
	Supervisor / Trainer / Coordinator Level 1 ²	1513.40	1147.87 (max) ³	32
Leading Hand Step 2	C7 ⁴	1556.70	1026.60	52
	Supervisor / Trainer / Coordinator Level 1 ⁵	1513.40	1147.87 (max) ⁶	32
Leading Hand Step 3	C7 ⁷	1600.60	1026.60	56
	Supervisor / Trainer / Coordinator Level 1 ⁸	1513.40	1147.87 (max) ⁹	32
Engineering Repair Assistant Level 1	C14	985.10	812.60	21
Engineering Repair Assistant Level 2	C13	1046.40	834.80	25
Engineering Repair Assistant Level 3	C12	1076.90	865.20	24
Engineering Repair Assistant Level 4	C12	1138.80	865.20	32
Storeperson Level 1	C12 ¹⁰	1138.80	865.20	32
Storeperson Level 2	C11	1213.50	893.60	36

¹ Assumes that the employee is not “mainly engaged” in supervision / training.

² Assumes that the employee is “mainly engaged” in supervision / training.

³ Applying clause 20.1(g)(i), and assuming the highest technically qualified employee supervised or trained is classified at the C10 level.

⁴ Assumes that the employee is not “mainly engaged” in supervision / training.

⁵ Assumes that the employee is “mainly engaged” in supervision / training.

⁶ Applying clause 20.1(g)(i), and assuming the highest technically qualified employee supervised or trained is classified at the C10 level.

⁷ Assumes that the employee is not “mainly engaged” in supervision / training.

⁸ Assumes that the employee is “mainly engaged” in supervision / training.

⁹ Applying clause 20.1(g)(i), and assuming the highest technically qualified employee supervised or trained is classified at the C10 level.

¹⁰ Assumes that driving is performed in the stores/workshop area and is an adjunct to the stores role.

IN THE FAIR WORK COMMISSION

Matter No: C2023/1

Matter: Annual Wage Review – Copied State Awards

WITNESS STATEMENT OF RACHEL SPENCER

I, Rachel Spencer, of 1-15 Oxford St, Bondi Junction NSW 2022, say as follows:

Background

1. I am the Managing Director of Transdev John Holland Buses (NSW) Pty Ltd (**TJHB**). I have held this position since November 2021.
2. Prior to this, I was employed by Transdev Australasia Pty Ltd (**Transdev**) in various leadership positions, over a period of almost 4 years. Most recently, I held the position of Interim Managing Director, Transdev Melbourne.
3. In my current role, amongst other things, I am responsible for the following:
 - (a) all aspects of the operations, safety, people and performance of TJHB;
 - (b) all commercial aspects of TJHB;
 - (c) engaging with Transport for NSW (**TfNSW**) and its providers;
 - (d) oversight of all enterprise bargaining to which TJHB is a party; and
 - (e) the business units of my direct reports, who include the Asset Manager, Finance Manager, HR Manager and Service Delivery/Operations Manager.
4. I report to a board of directors composed of directors from both Transdev and John Holland Pty Ltd. TJHB is a joint venture between Transdev (75%) and John Holland Pty Ltd (25%).

The Coverage of the Copied State Award

5. TfNSW and its providers, including the State Transit Authority (**STA**), contract out the performance of public passenger transportation services to various private operators.
6. In or around October 2019, the New South Wales Government commenced the process of requesting tenders for Sydney metropolitan bus services.
7. At the time of calling for tenders, the relevant geographical areas were serviced by buses operated by the STA. The employees who delivered the bus services and maintained the buses were employed by the Crown in New South Wales and worked for the STA. It is my understanding that the *State Transit Authority Bus Engineering and Maintenance Enterprise (State) Award 2020* (**State Award**) applied to the STA and its employees who were performing engineering and maintenance work on the buses operated by the STA.
8. At the completion of this tender process, TJHB was awarded the Greater Sydney Region 9 bus contract. It commenced delivering the relevant services from 3 April 2022.
9. Approximately 98 employees of the STA who were covered by the State Award were employed by TJHB upon the transfer of the relevant services (**Transferring Employees**). As at 8 May 2023, 91 Transferring Employees remain employed by TJHB (**Relevant Employees**). It is my understanding that they are covered by a copied State award (**CSA**), which reflects the terms of the State Award.
10. The Relevant Employees carry out all aspects of bus maintenance. They are responsible for, among other things, servicing, refuelling and maintaining the fleet of buses operated by TJHB in respect of the Region 9 bus contract.
11. The Relevant Employees are currently paid the most recent wages and allowances prescribed in Part B, Schedule A of the CSA (i.e. the wages and allowances that are described as applying from 1 April 2022).

12. If the Relevant Employees were not covered by the CSA or an enterprise agreement, it is my understanding that the *Manufacturing and Associated Industries and Occupations Award 2020 (Award)* would cover them.

The Commercial Arrangement with TfNSW

13. TJHB regards the specific terms of the commercial arrangement between it and TfNSW (**Contract**) to be confidential and commercially sensitive. For example, if they were disclosed to TJHB's competitors, they would potentially undermine or compromise its commercial interests.

14. Under the Contract, TJHB is required to achieve certain Key Performance Indicators (**KPIs**). A failure to achieve some of those KPIs results in the imposition of a financial penalty, that is payable by TJHB to TfNSW.

15. Examples of TJHB's KPIs include:

(a) Service delivery – i.e. whether buses are running to schedule and the number of cancelled services;

(b) Customer satisfaction – i.e. the number of customer complaints received; and

(c) Compliance – i.e. the number of identified defects on buses.

16. When TJHB commenced operating the contract, it faced a significant shortfall of drivers relative to what it required to provide the services contemplated by the Contract. TJHB has since dedicated significant time and resources to recruiting new drivers. Despite this, the number of drivers currently employed by TJHB is inadequate to enable us to achieve the KPIs. I am aware that TJHB's competitors have faced similar challenges associated with recruiting bus drivers.

17. [REDACTED]

18. The shortage of bus drivers has also contributed to TJHB incurring additional labour costs, predominately in the form of overtime.

19. [REDACTED]

20. [REDACTED]

21. [REDACTED]

22. Further, TJHB does not set or increase the cost of bus fares charged to the public for the services provided by the buses it operates. These fares are set by TfNSW.

23. Finally, apart from operating the Greater Sydney Region 9 buses, TJHB does not provide any other services. For example, it does not operate any transportation services in other geographic areas. Its only source of revenue is the Contract.

Enterprise agreement negotiations to replace the CSA

24. TJHB is currently bargaining for an enterprise agreement to replace the CSA.

25. I am not directly involved in these negotiations. Rita Haitas, Head of People and Culture and Andrew Pelayias, Regional Service Manager lead the negotiations on behalf of TJHB.

26. I have direct oversight of the negotiations and am regularly briefed by Ms Haitas as to the status of the negotiations. I am also intimately involved in determining TJHB's bargaining position in consultation with TJHB's board and senior executives.

27. The Notice of Employee Representational Rights was provided to employees covered by the CSA on 6 March 2023.

28. TJHB, the Australian Manufacturing and Workers' Union (**AMWU**), the Electrical Trade Union (**ETU**) and a number of individual employee bargaining representatives (together, **the Parties**) held their first bargaining meeting on 23 March 2023.
29. As at 11 May 2023, the Parties have held three bargaining meetings. These meetings occurred on:
 - (a) 23 March 2023 (**Meeting 1**);
 - (b) 18 April 2023 (**Meeting 2**); and
 - (c) 4 May 2023 (**Meeting 3**).
30. At Meeting 1, the AMWU and ETU (**Unions**) presented their log of claims. There was some initial discussion between the Parties about their proposals.
31. At Meeting 2, TJHB presented its log of claims. There was some initial discussion between the Parties about its proposals.
32. In my assessment, the various proposals for increasing the Relevant Employees' wages are the most significant and contentious issue between the Parties.
33. In respect of the Relevant Employees' wages, the Unions are seeking the following increases:
 - (a) 15% increase from 3 April 2023;
 - (b) 3% increase from 1 January 2024; and
 - (c) 3% increase from 1 January 2025.
34. There are also other claims that have been advanced by the Unions about issues such as the preservation of all substantive terms and conditions applied under the CSA, a tool allowance, and the provision of Opal cards and eTags.
35. TJHB has rejected the Unions' wages proposal described above, because it would amount to an unsustainable increase to its cost base. In addition, for the reasons articulated earlier, TJHB does not have recourse to any mechanism that

would facilitate an automatic corresponding increase to its revenue. Finally, wage increases of the magnitude proposed by the Unions were not contemplated when TJHB submitted its tender bid and by extension, have not been factored into the terms of its arrangement with TfNSW.

36. [REDACTED]

37. The AMWU, ETU and individual employee bargaining representatives rejected TJHB's offer.

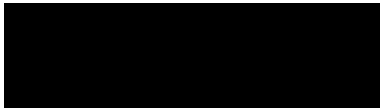
38. On 11 May 2023, the AMWU provided, in writing, the following counter proposal in relation to wage increases:

- (a) 13% increase from 3 April 2023;
- (b) 3% increase from 1 January 2024; and
- (c) 3% increase from 1 January 2025.

39. The Parties have agreed to meet again on 18 May 2023, and to meet on a weekly basis thereafter until the negotiations are finalised.

40. If the FWC determines that TJHB is required to increase the rates payable to employees pursuant to the CSA by a particular amount, before TJHB and its employees have made an enterprise agreement, this would, in my view, prejudice TJHB's position in the enterprise bargaining process. This is because, in my assessment, it would become very unlikely that the relevant employees would agree to a lesser wage increase, or that a lesser wage increase would be accepted or endorsed by the Unions.
41. Further, if the FWC decides to increase the wages in the TJHB CSA by an amount that is more than what TJHB is in a position to agree to for its enterprise agreement, this may undermine TJHB's ability to make an enterprise agreement.

Signed by RACHEL SPENCER

A solid black rectangular box redacting the signature of Rachel Spencer.

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Dated: 11 May 2023