

Public Transport Authority (Transwa) Award 2006

1. – AWARD STRUCTURE

1.1 - TITLE

- 1.1.1 This Award shall be known as the Public Transport Authority (Transwa) Award 2006.

1.2 – ARRANGEMENT

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1.3 - AREA AND SCOPE

- 1.3.1 This Award extends to and binds the Public Transport Authority of Western Australia and The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch and applies to employees engaged by the Authority within Transwa in any of the classifications contained in clause 4. - Classification and Pay Rates of this Award.

1.4 - TERM

- 1.4.1 The term of this award will operate for a period of twenty-four months from the date it is made and will remain in force until suspended, cancelled or replaced.

1.5 - INTRODUCTION OF CHANGE

- 1.5.1 Employer's Duty to Notify:

- (a) Where the employer has made a definite decision to introduce major changes in production, programme, 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 union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and 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.

- 1.5.2 Employer's Duty to Discuss Change:

- (a) The employer shall discuss with the employees affected and their union the introduction of the changes referred to in subclause 1.5.1 hereof, the effects the changes are likely to have on employees, the measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

- (b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause 1.5.1 hereof.
- (c) For the purposes of such discussion, the employer shall provide to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that the employer shall not be required to disclose confidential information which would be inimical to the employer's interests.

1.6 – DEFINITIONS

- 1.6.1 “ARTBIU” and Union means The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch.
- 1.6.2 “Authority” and “PTA” means The Public Transport Authority of Western Australia.
- 1.6.3 “Award” means the Public Transport Authority (Transwa) Award 2006.
- 1.6.4 “Base rate of pay” means the ‘ordinary time’ hourly rate of pay multiplied by 38 which is set out in the table in clause 4.2 – Classification and Pay Rates of this Award.
- 1.6.5 “Casual Employee” means an employee engaged by the hour and paid a loading of 20% on ordinary time hours in lieu of all forms of leave entitlements except for bereavement leave.
- 1.6.6 “Competency” means knowledge and skills and the application of the knowledge and skills to the standards of performance required in the workplace consistent with the relevant criteria under the Australian Qualifications Framework (AQF) guidelines.
- 1.6.7 “Employer” means the Public Transport Authority of Western Australia.
- 1.6.8 “Full Time Employee” means an employee employed on not less than a 38 hour per week basis.
- 1.6.9 “Part Time Employee” means an employee employed for less than 38 hours per week who enjoys, on a pro-rata basis, all of the entitlements of a full time employee.
- 1.6.10 “Penalty Rates” means the pay rate of ‘time and a half’ which is 1.5 times the ‘ordinary time’ hourly rate of pay, and the pay rates of ‘double time’ and ‘double time and a half’ which are 2 times and 2.5 times the ‘ordinary time’ hourly rate of pay respectively.
- 1.6.11 “Rostered Days and Shifts” means the days or shifts that have been rostered to make up the roster cycle.
- 1.6.12 “Transwa” is an integral part of the PTA and the operator of the WA Government's regional rail and country road coach passenger services, operating diesel powered railcars over the WestNet rail network and road coaches in areas of country WA.
- 1.6.13 “Commission” and “WAIRC” means the Western Australian Industrial Relations Commission.

2. - CONTRACT OF EMPLOYMENT

2.1 – CONTRACT OF EMPLOYMENT

- 2.1.1 The employer shall advise each employee, prior to the time of engagement, if they are to be employed as a permanent full time employee or a permanent part-time employee or a casual employee.
- 2.1.2 Probation for new employees –

- (a) A new employee's appointment to a position in Transva with the Public Transport Authority will be subject to a probationary period of three months, which may be extended up to another three months by express agreement between the parties.
- (b) Subject to satisfactory performance an employee's appointment will be confirmed at the conclusion of the probationary period.
- (c) During the probationary period, if the employee's performance is not satisfactory, the employer may terminate the contract of employment by giving the employee one week's notice or payment in lieu of notice.

2.1.3 Notice of Termination by Employer

- (a) The employment of any employee (other than a casual employee) may be terminated by the following notice period provided that an employee has not been dismissed on the grounds of serious misconduct in which case the employee shall be paid up to the time of dismissal.

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one (1) year	At least one (1) week
More than one (1) year but not more than (3) years	At least two (2) weeks
More than three (3) years but not more than five (5) years	At least three (3) weeks
More five (5) years	At least four (4) weeks

- (b) An employee who at the time of being given notice is over forty five (45) years of age and has completed two (2) years' continuous service with the employer shall be entitled to one (1) weeks additional notice.

2.1.4 Payment in lieu of notice prescribed in 2.1.3(a) and (b) shall be made if an appropriate notice period is not given. The employment may be terminated by part of the period specified and part payment in lieu thereof.

2.1.5 In calculating any payment in lieu of the notice the employer shall pay the employee the ordinary wages for the period of notice had the employment not been terminated.

2.1.6 The period of notice an employee must give to their employer, is the same as applies to the employer, except the extra week for being forty- five (45) years of age; provided the employer and the employee may agree to a shorter period of notice.

2.1.7 The employer may summarily dismiss an employee deemed guilty of gross misconduct or neglect of duty and the employee shall not be entitled to any notice or payment in lieu of notice.

2.1.8 Nothing in this Award shall be construed to reduce the wage of any employee below the rate actually received on the date this Award is issued.

2.2 – STAND DOWN

2.2.1 Where on any day or part of a day, the employer is unable to provide useful work for the employee as a result of:

- (a) Industrial action, whether or not on the part of the employer's employees; or
- (b) Any cause outside the employer's control,

the employer is entitled to stand down the employee and not pay the employee for the day or part of a day.

2.2.2 Subject to the employer's approval the employee may elect to have the day or part day paid as annual leave provided the employee has such leave entitlement.

- 2.2.3 Any period for which the employee is not paid under the provisions of Clause 2.2.1 will count as service for the accrual of leave to which the employee would otherwise be entitled under this award, provided that the employee resumes work as required at the end of such period.

2.3 - EMPLOYEES PERFORMING HIGHER DUTIES

- 2.3.1 An employee engaged on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate as follows:
- 2.3.2 Where the employee is engaged for more than one half day or shift they shall be paid for the day or shift.
- 2.3.3 Where the employee is employed for one-half or less than one half of one day or shift they shall be paid the higher rate for the time actually worked.
- 2.3.4 Any acting of less than twenty minutes shall not be counted or paid.
- 2.3.5 The conditions applicable to the higher duties shall apply.
- 2.3.6 Any employee required to perform work in a lower grade for any shift or portion thereof shall not have their wages reduced whilst employed in such lower capacity.

2.4 - CHARGES AGAINST EMPLOYEES

- 2.4.1 The employer may reprimand, fine, suspend from duty, reduce in grade, dismiss or remove an employee from their duties provided that the notification to the employee of any such action shall always be in writing and shall state the reason for the action being taken.
- 2.4.2 An employee shall provide if called upon, with the least possible delay, any report or statement which may be required by the employer.
- 2.4.3 When an employee against whom a charge is pending has made a statement to the employer and that statement has been taken down in writing, the employee shall be provided with a copy of the statement.
- 2.4.4 If in the opinion of the employer, the action of any employee should lead to a charge or discipline, the following process shall be commenced within seven days of the employer's first knowledge of the actions occurrence.
- 2.4.5 The employee shall be notified at the time the employer commences the disciplinary process that the disciplinary process has been commenced against him or her.
- 2.4.6 When a charge has been made against an employee, the employee shall be supplied with a copy of the charge and any reports upon which it is based. No charge shall in any case be laid after the expiration of 30 days from the date of the occurrence.
- 2.4.7 If a final decision in any case in which a charge has been made against an employee is not given within three (3) calendar months of the occurrence first coming to the knowledge of the employer or within fourteen (14) days of the final determination of any charge relating to the occurrence brought against the employee by a party other than the employer (whichever is the later) the charge in question shall lapse.
- 2.4.8 An employee who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) rostered days following the date on which the employee was suspended except in cases where dismissal follows suspension. An employee shall be paid for any time under suspension in excess of six days, provided the employee has not delayed the submission of the employee's explanation of the offence for which the employee was suspended.

- 2.4.9 Where an employee exercises the right to challenge the employer's decision by invoking the Dispute Resolution Procedure clause of this Award, no deduction shall be made from the employee's wages in respect of any fine until a final decision has been made.
- 2.4.10 Where an employee has been fined an amount exceeding one day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one day's pay, except with the consent of the employee concerned.
- 2.4.11 Where, owing to absence from duty of an employee through sickness or other authorised absence, it is not possible to notify the employee within the period prescribed in sub clause 2.4.4 that the employee has been reported, the provision shall be regarded as having been complied with if the employee is so notified within seven (7) days of resuming duty following such absence. In such cases, the period in which the final decision as per sub-clause 2.4.7 may be made shall be extended to three (3) calendar months from the date of the employee's resumption of duty following absence.

3. – HOURS OF WORK

3.1 - HOURS OF DUTY AND 38 HOUR WEEK

- 3.1.1 The ordinary hours of employment for Full Time Employees shall be thirty-eight (38) hours per week and shall consist of five shifts worked between Monday and Saturday inclusive which shall constitute a week's work.
- 3.1.2 Rosters, when first posted, shall show one rostered day off between Monday and Saturday. No shift shall be less than seven hours. The employer shall arrange, as far as practicable, shifts that shall not exceed eight and a half hours and, except in cases of emergency or where relief cannot be provided, an employee shall not be required to remain on duty for more than ten (10) hours.
- 3.1.3 Notwithstanding the provisions of sub clause 3.1.1 the thirty eight hour (38) week shall be worked in accordance with the following provisions;
- (a) The calendar year will be divided into thirteen (13) 4 weekly cycles.
 - (b) The ordinary hours of employment in each cycle will be 160 hours on a forty (40) hour week basis.
 - (c) Eight (8) hours in each cycle (2 hours per week) will be accumulated for subsequent clearance as an extra day off.
 - (d) Subject to reasonable notice of not less than five days, the accumulated extra days off are to be taken in one or two parts at the employer's discretion provided that a lesser period of notice may be given with the consent of the employee.
 - (e) Extra days off may be taken in anticipation of the credit time to be worked in any one-leave year subject to the provisions of paragraph (d) hereof.
 - (f) The employer shall grant, upon receipt of a written request from an employee, to clear extra days off when taking annual leave and or public holidays as provided for in this Award.
 - (g) At the end of the leave year, or on the termination of the employee's services if sooner, an adjustment to the employee's entitlements will be made for any extra days off taken during the leave to which the employee, through subsequent service, has not become entitled.
- 3.1.4 A rostered day off shall be 24 hours commencing 0001 hours to 2400 hours on the day designated as the rostered day off.
- 3.1.5 Part Time Employees may be rostered to work up to five shifts between Monday and Saturday inclusive which shall constitute a week's work.

3.1.6 Part Time Overtime Payment

- (a) All time worked in excess of 7.6 rostered ordinary hours of duty daily shall be paid at the rate of time and a half for the first three hours and double time thereafter, provided that all time paid at the rate of double time shall stand alone and be paid for in addition to the week's work.
- (b) Overtime shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount.

3.2 - OVERTIME PAYMENTS

3.2.1 Public Holidays

- (a) Employees required to work on a Public Holiday shall be paid for all time worked at the rate of time and a half for the first 8 hours worked on any shift on that day and at the rate of double time and a half for all time worked in excess of eight hours on any shift in lieu of all other penalties which may be payable for work on that day under this award, provided that a minimum payment of seven (7) hours shall be paid to the employee concerned.
- (b) In addition to payment described in (a) above an employee required to work on a Public Holiday shall be paid a further eight hours, provided that the employee may elect in lieu of being paid for that eight hours, to be granted a day's holiday with pay which may be cleared with the annual leave or taken at some subsequent date when the employee so agrees.

3.2.2 Where an employee is called upon to commence, or works any part of, a shift during such employee's rostered day off the employee shall be paid at the rate of double time for all time worked for that shift.

3.2.3 Daily – Weekly

- (a) All time (exclusive of Sunday time) worked in excess of forty hours in any one week shall be paid at the rate of time and a half.
- (b) All time worked in excess of 8 hours in any one of the first five shifts in a week shall be paid for at the rate of time and one half for the first three hours and double time thereafter, provided that all time paid at the rate of double time shall stand alone and be paid for in addition to the week's work.
- (c) Overtime provided for in (a) and (b) of this sub clause shall not be paid twice but payment shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount.
- (d) The overtime rates shall be computed on the rate applicable to the day on which the overtime is worked provided that double time shall be the maximum.

3.2.4 Sunday and Saturday

- (a) All time worked on a Sunday shall be paid at the rate of double time, and all ordinary time worked on Saturdays by shift workers shall be paid at time and a half. For the purposes of this sub-paragraph "shift workers" means employees whose usual hours of duty commence and complete other than during the period 0700 hours and 1730 hours.
- (b) Employees employed after 1230 hours on Saturday shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 hours.
- (c) All time worked (exclusive of Sunday time) worked in excess of forty (40) hours in any one-week shall be paid at the rate of time and a half.
- (d) Where an employee works a continuous shift Sunday into Monday, such shift, unless it extends into four hours on Monday, will not be counted as one of the five week day shifts.

- (e) No employee shall be brought on duty on a Sunday for less than seven hours' work.

3.3 - MEAL AND REST BREAKS

- 3.3.1 An employee, on shift, shall be entitled to a paid crib break of twenty minutes in duration without deduction of pay, arranged to be taken after the completion of the third and before the completion of the fifth hours of duty.
- 3.3.2 A second meal break of not less than fifteen minutes shall be allowed after an employee has been on duty nine hours, without deduction of pay, when it reasonably expected that such duty will continue for at least a further hour.

3.4 - MINIMUM TIME OFF DUTY

- 3.4.1 Each driver shall be allowed off duty for a minimum of twelve hours, except as provided hereunder.
- 3.4.2 Notwithstanding the provisions of Clause 3.4.3, the period off duty shall be calculated from the actual time the employee is released from duty by the employer.
- 3.4.3 When an employee is brought on duty without the prescribed period of rest, such employee shall be paid continuous duty as from the time the employee booked on the previous shift for which the employee had less than the stipulated rest period. This shall not apply where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case the employee shall be paid at the double rate for the time between the actual rest period and the minimum period of the rest prescribed in this Award.
- 3.4.4 No employee shall be called or booked up for duty without having the prescribed period of rest while there is another qualified employee available who has had the prescribed rest.

3.5 - GUARANTEED WEEK'S WORK

- 3.5.1 The employer shall guarantee to each fulltime employee a full week's work of up to forty (40) hours, exclusive of Sunday work, except during such period as by reason of any action on the part of any section of its employees or for any cause beyond the employer's control, it is unable wholly or partially to carry on the running of the trains. Each week shall stand by itself.
- 3.5.2 Where in any week an employee is on annual leave, long service leave, workers' compensation, leave without pay, or days in lieu of public holidays worked, the guarantee provided in sub clause 3.4.1 shall be reduced by 0.4 hours in respect of each day's absence.

4. - CLASSIFICATION AND PAY RATES

4.1 - MINIMUM ADULT AWARD WAGE

- 4.1.1 No employee aged 21 or more shall be paid less than the minimum adult award wage unless otherwise provided by this clause.
- 4.1.2 The minimum adult award wage for full-time employees aged 21 or more is \$692.90 per week payable on and from the commencement of the first pay period on or after 1 July 2016.
- 4.1.3 The minimum adult award wage is deemed to include all State Wage order adjustments from State Wage Case Decisions.

- 4.1.4 Unless otherwise provided in this clause adults employed as casuals, part-time employees or piece workers or employees who are remunerated wholly on the basis of payment by result shall not be paid less than pro rata the minimum adult award wage according to the hours worked.
- 4.1.5 Employees under the age of 21 shall be paid no less than the wage determined by applying the percentage prescribed in the junior rates provision in this award to the minimum adult award wage.
- 4.1.6 The minimum adult award wage shall not apply to apprentices, employees engaged on traineeships or Jobskill placements or employed under the Commonwealth Government Supported Wage System or to other categories of employees who by prescription are paid less than the minimum award rate, provided that no employee shall be paid less than any applicable minimum rate of pay prescribed by the Minimum Conditions of Employment Act 1993.
- 4.1.7 Liberty to apply is reserved in relation to any special category of employees not included here or otherwise in relation to the application of the minimum adult award wage.
- 4.1.8 Subject to this clause the minimum adult award wage shall –
- (a) Apply to all work in ordinary hours.
 - (b) Apply to the calculation of overtime and all other penalty rates, superannuation, payments during any period of paid leave and for all purposes of this award.
- 4.1.9 Minimum Adult Award Wage

The rates of pay in this award include the minimum weekly wage for employees aged 21 or more payable under the 2016 State Wage order decision. Any increase arising from the insertion of the minimum wage will be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wage rates prescribed in the award. Such above award payments include wages payable pursuant to enterprise agreements, consent awards or award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases under previous State Wage Case Principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset the minimum wage.

4.1.10 Adult Apprentices

- (a) Notwithstanding the provisions of this clause, an apprentice, 21 years of age or more, shall not be paid less than \$593.90 per week on and from the commencement of the first pay period on or after 1 July 2016.
- (b) The rate paid in the paragraph above to an apprentice 21 years of age or more is payable on superannuation and during any period of paid leave prescribed by this award.
- (c) Where in this award an additional rate is expressed as a percentage, fraction or multiple of the ordinary rate of pay, it shall be calculated upon the rate prescribed in this award for the actual year of apprenticeship.
- (d) Nothing in this clause shall operate to reduce the rate of pay fixed by the award for an adult apprentice in force immediately prior to 5 June 2003.

4.2– CLASSIFICATION AND PAY RATES

- 4.2.1 The following wage rates shall apply to the classifications below:

Position	Flat Hourly Rate	38 Hour Weekly Rate
Railcar Driver Coordinator	\$37.11	\$1410.10
Railcar Driver	\$33.77	\$1283.40
Depot Supervisor	\$25.54	\$970.50
Road Coach Operators L6	\$24.66	\$937.20
Senior Passenger Assistant L6	\$24.66	\$937.20
Road Coach Operator Assistant L5	\$23.94	\$909.80
Operations Assistant L5	\$23.94	\$909.80
Passenger Assistant L3	\$21.96	\$834.30

4.2.2 The following provisions apply to trainees:

- (a) The wage rate applicable to Trainees' shall be 85% of the wage rate applicable to the classification of a railcar driver for which the employee is being trained.
- (b) This rate will apply to a Trainee for the duration of the training period until the trainee has passed the assessment in accordance with the Driver Training Program.
- (c) Trainees shall be required to undertake training during shift work hours, Sunday to Saturday.

4.2.3 The rates of pay in this Award include arbitrated safety net adjustments available under the arbitrated Safety Net Adjustment Principle.

4.2.4 These arbitrated safety net adjustments may be offset against any equivalent amount in the rate of pay received by the employee since 1 November 1991 above the rate prescribed in the Award, except where such absorption is contrary to the terms of an industrial agreement.

4.2.5 Increases in the rates of pay otherwise made under the State Wage Case Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

4.3 - PAYMENT OF WAGES

4.3.1 Subject to the following provisions of sub clause 4.3.2 wages shall be paid fortnightly no later than each alternate Thursday.

4.3.2 All employees' wages will be paid into accounts (nominated by each employee) with a savings bank, trading bank (cheque account), building society or credit union.

4.3.3 The employer shall provide for each employee a pay advice slip in respect of each payment of wages. Such slip shall detail the gross wages payable, including the composition, deductions made and net wage paid. Such slip shall be provided to the employee on or before each payday.

5. – ALLOWANCES

5.1 - SHIFT WORK

- 5.1.1 On an afternoon shift which commences before 1800 hours and the ordinary time of which concludes at or after 1830 hrs, an employee will be paid an allowance of \$2.67 an hour on all time paid at ordinary rate.
- 5.1.2 On a night shift, which commences at or between 1800 and 0359 hours, an employee will be paid an allowance of \$3.08 an hour on all time paid at ordinary rate.
- 5.1.3 On an early morning shift, which commences at or between 0400 and 0530, an employee will be paid an allowance of \$2.67 an hour on all time paid at ordinary rate.
- 5.1.4 In addition to the hourly shift work allowance, an employee will be paid an allowance of \$3.08 for any shift where the ordinary time commences or finishes at or between 0101 hours and 0359 hours.
- 5.1.5 In calculating the allowance under this clause, broken parts of an hour less than thirty minutes on any shift shall be disregarded and thirty minutes to fifty-nine minutes paid as one hour.
- 5.1.6 The above allowances will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

5.2 - TEMPORARY TRANSFER ALLOWANCE

- 5.2.1 When an employee in the metropolitan area is required to work at another metropolitan depot other than the depot at which the employee is stationed the following shall apply:
 - (a) When the distance the employee is required to travel from the employee's usual place of residence to the depot where the employee is temporarily working is greater than the distance the employee is required to travel from his usual place of residence to the employee's home depot, the employee shall be paid an allowance of \$1.72 per kilometre in both directions for the extra distance the employee is required to travel. Such allowance as specified in this paragraph is in recognition of the cost and time taken for the extra distance to be travelled, and in addition:
 - (b) When the period of relief is for one week or less the allowance of \$7.35 per shift shall be paid in recognition of the disruption to the employee's normal roster.
- 5.2.2 The rates referred to in Subclause 5.2.1(a) shall be adjusted by the Employer from time to time by reference to changes in the median of the Perth metropolitan Tariff 1 weekday rates per kilometre charged by all licensed taxis in Perth. The adjustment shall take effect from the date nominated by the Employer, which shall be no later than 28 days after being notified in writing by the Union of a change to the median weekly rate.

Clause 5.2.1(b) will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No. 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

5.3 - ON CALL ALLOWANCE

- 5.3.1 Employees directed by the employer to be on call outside the ordinary hours of duty will be paid an allowance of \$4.43 per hour for all time on call.

That allowance will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).
- 5.3.2 The allowance will not be paid during the time the employee is paid working time following recall to duty.

- 5.3.3 Employees required to be on call will first be selected from volunteers. Where there are no volunteers then an employee may be directed to be on call.
- 5.3.4 To be eligible for payment, the employee must be contactable, and available for return to duty within one hour. An employee who is not contactable or fails to respond, will not be paid the allowance for the period the employee was required to be on call.

5.4 - UNIFORMS AND PROTECTIVE CLOTHING

- 5.4.1 The following uniforms and protective clothing shall be supplied by the employer without cost:
- (a) Initial Issue of 3 pairs long trousers or 1 pair long trousers, 2 pairs shorts and 3 pairs walk socks, 3 shirts either long or short sleeves, 1 pullover, 1 Castro fleecy lined three quarter jacket and 1 leather belt;
 - (b) Each year thereafter 2 pairs long trousers or 1 pair long trousers, 2 pairs shorts and 3 pairs walk socks, 3 shirts either long or short sleeves;
 - (c) In addition, 1 pullover each two years, 1 Castro fleecy lined three quarter jacket each 4 years and 1 leather belt on an as required basis, but not more than one every two years
- 5.4.2 Employees operating a steam cleaner shall be provided with suitable protective clothing, including rubber boots.
- 5.4.3 Wet weather suits, head covering and safety footwear shall be supplied to all drivers, driver's assistants, locomotive trainees and permanent cleaners.

5.5 - AWAY FROM HOME AND MEAL ALLOWANCES

- 5.5.1 The employer will pay for suitable over night accommodation for Railcar Drivers, Coordinator and Road Coach Operators when on roster and required to stay away from home.
- 5.5.2 Railcar Drivers, Coordinator and Road Coach Operators will be paid an allowance to reimburse the costs of meals and incidentals when on roster and required to stay overnight away from home. This allowance will be calculated on the time between booking on and booking off from the home depot at the rate of \$29.25 for each 8 hour period and, where less than 8 hours is worked, at the rate of \$7.25 for each 2 hour period or part thereof worked.
- 5.5.3 Employees, other than those on over night accommodation provided for above, will when required to be away from home be paid the "Travelling, Transfer and Relieving Allowance" from the Public Service Award 1992".
- 5.5.4 The Employer may require evidence of expenses incurred by the employee.
- 5.5.5 The rate "for each 2 hour period or part thereof worked" will be adjusted by a percentage derived from the State Wage General Order as amended or superseded, applied to the key classification rate of REA4 of the Railway Employees Award No 18 of 1969, using the procedure stated in ROUNDING OF ALLOWANCES (87 WAIG 1502).

The rate "for each 8 hour period" in 5.5.2 above will be four times the rate "for each 2 hour period or part thereof worked.

5.6 - HELD AWAY-FROM-HOME ALLOWANCE

- 5.6.1 Any employee who works and/or travels to a foreign station other than on temporary transfer and then is released from duty and who, before twelve hours shall have elapsed from such release, is not required to commence duty preparatory to departure from such foreign station for another station at which the employee is to be again released from duty, shall be paid held away-from-home allowance for all time in excess of twelve hours at ordinary time.
- 5.6.2 The amounts accruing under subclause 5.6.1 hereof may be counted towards the guaranteed week's work but shall not be included for the purpose of overtime calculation.
- 5.6.3 The aforesaid allowance shall be paid for at the rate appropriate to the work performed on the forward journey provided that an employee returning as a passenger to their home station shall be paid the allowance at the employee's classified rate.
- 5.6.4 Any allowance under this clause shall not be payable in respect to any time during which the employee is otherwise allowed payment (except for expenses), provided that the employee shall be paid whichever amount is to the employee's greatest advantage, nor shall such allowance be payable in any case where detention is the result of any act or omission of an employee or of other circumstances for which the employer cannot reasonably be held responsible.
- 5.6.5 Any dispute arising under this clause shall be determined by the Commission pursuant to the Dispute Settlement Procedure of this Award.

5.7 - FREE PASSES, PRIVILEGE TICKETS ETC

- 5.7.1 Free intrastate station to station passes, free privilege tickets, including free rail travel to and from work, and concessional privilege tickets shall be made available to employees and their dependants. These entitlements shall be in accordance with the conditions specified in the Pass Manual, or its successor Manual, a copy of which shall be supplied to the Union. The entitlements existing at the date of this award shall not be reduced without agreement between the PTA and the union.
- 5.7.2 Where agreement cannot be reached between the parties any dispute under this clause shall be determined by the WAIRC.

6. - LEAVE

6.1 - PUBLIC HOLIDAYS

- 6.1.1 The following days or days observed in lieu shall be allowed as holidays without deduction of pay namely:
- (a) New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day;
 - (b) Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this sub clause.
- 6.1.2 When any of the days mentioned in 6.1.1 falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall not be a holiday.
- 6.1.3 When any of the days mentioned in 6.1.1 above falls on an employee's rostered day off the employer and the employee may agree that the employee receive:
- (a) An additional day's wage; or
 - (b) Another day off may be allowed within twenty-eight (28) days of the award holiday; or

(c) An additional day off may be taken in conjunction with a period of annual leave.

6.1.4 A "Day's Wage" shall be calculated by multiplying the employee hourly rate by 7.6 hours at ordinary time earnings.

6.2 - ANNUAL LEAVE

6.2.1 Regular Day Shift Employees shall, except as herein provided, be entitled to a period of four (4) consecutive weeks leave with payment at the employee's ordinary rate of wage plus a leave loading of seventeen and a half percent (17.5%) shall be allowed annually to an employee by the employer.

6.2.2 Entitlements to annual leave accrue pro rata on a weekly basis.

6.2.3 Seven Day Shift Employees who work other than regular day shift shall be entitled and allowed an additional week's leave on full pay inclusive of leave loading of twenty (20%) percent.

(a) This provision shall also apply to any other employee whose ordinary hours of work can be extended over Saturdays and Public Holidays and whose hours of duty vary throughout the twenty-four (24) hours of the day and who may be called upon to work Sundays.

(b) Notwithstanding anything elsewhere contained herein this sub-clause shall not apply to any employee whose ordinary hours of work must be completed between Monday and Friday inclusive and not on Public Holidays.

6.2.4 Where an employee with twelve (12) months' continuous service is engaged for part of a qualifying twelve (12) monthly period as a seven day shift employee, such employee shall be entitled to have the period of annual leave to which the employee is otherwise entitled under this clause increased by one-twelfth of a week for each completed month the employee is continually so engaged and shall be paid for the annual leave plus the extra leave at the employee's ordinary rate of wage, plus a loading calculated at eighteen and three quarter (18.75%) percent for the annual leave taken.

6.3 - ANNUAL LEAVE LOADING

6.3.1 If it gives a greater amount than the amount of loading calculated in accordance with Clause 6.2.1 or 6.2.2 or 6.2.3 as the case may be, an employee shall be entitled to payment of –

(a) Shift penalties Monday to Friday inclusive; and

(b) A Saturday penalty,

Which the employee would have received for ordinary time had the employee not proceeded on annual leave.

6.4 - ANNUAL LEAVE LIST

6.4.1 Every year prior to 31 July, a statement shall be posted in each shed showing the date on which each employee will go on annual leave and resume duty. The annual leave for such shall be calculated up to 30 June each year and only leave up to that date shall be granted each year, except in cases where leave has been allowed to accumulate.

6.4.2 Employees are not to be booked on annual leave for more than one year in succession between 30 April and 1 September except at the request of the employee. Holiday lists are not to be departed from except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

6.4.3 Unless at the request of a employee, an employee shall not be rostered to clear further annual leave within four (4) months of resuming duty following long service leave.

- 6.4.4 With the approval of the head of branch, any employee may exchange dates with another.
- 6.4.5 An employee shall take the whole of such leave taken at the one time each year provided that, with the consent of the employer, leave may be allowed to accumulate for two (2) years.

6.5 - BEREAVEMENT LEAVE

- 6.5.1 Subject to 6.5.3 on the death of:
- (a) The spouse or de facto partner of an employee;
 - (b) The child or stepchild of an employee;
 - (c) The brother, sister, step brother or sister of an employee;
 - (d) The parent, step parent or grandparent of an employee; or
 - (e) Any other person who, immediately before that person's death, lived with the employee as a member of the employee's family,

An employee, including a casual, is entitled to leave up to and including the day of the funeral of such person and will be paid bereavement leave of up to two (2) days. The two (2) days need not be consecutive.

- 6.5.2 Bereavement leave is not to be taken during a period of any other kind of leave, or at a time when the employee is not rostered for duty.
- 6.5.3 An employee who claims to be entitled to paid leave in accordance with 6.5.1 is to provide to the employer, if so requested by the employer, evidence that would satisfy a reasonable person as to the death that is the subject of the leave sought and the relationship of the employee to the deceased person.

6.6 - SICK LEAVE

- 6.6.1 In the event of an employee being sick, the employee may be paid up to 76 hours sick leave for each completed year of service for ordinary time lost from duty as a result of such sickness, except for seven day or twenty four hour rostered employees whose entitlement is 80 hours.
- 6.6.2 Sick leave will be paid for the actual rostered time lost due to sickness.
- 6.6.3 An employee who claims to be entitled to paid sick leave is to provide to the employer evidence that would satisfy a reasonable person of the entitlement for:
- (a) any absence due to sickness which occurs after two separate absences without a certificate in any one year; and
 - (b) absences due to sickness for two or more consecutive days.
- 6.6.4 Part-time employees accrue sick leave pro rata according to ordinary hours worked.
- 6.6.5 Paid sick leave will be debited in accordance with the rostered hours the employee would have worked had the employee not been absent.
- 6.6.6 Notwithstanding any other provisions of this clause, the employer may at the time the employee calls in sick, request the employee to provide evidence that would satisfy a reasonable person of the authenticity of any absence claimed to result from illness. The evidence may be required regardless of whether or not the employee claims payment for the absence.

- 6.6.7 Unused sick leave will accumulate from year to year.
- 6.6.8 An employee unable to attend work as required must notify the employee's supervisor at least three hours before the employee's required starting times or in sufficient time to allow alternative arrangements to be made.
- 6.6.9 An employee who is absent from duty and whose next rostered working shift commences prior to 1200 must inform the employee's supervisor of the employee's availability for duty by no later than 1500 hours the previous day. Where the employee's next rostered shift commences at or after 1200 hours the employee must inform the supervisor of the employee's availability for duty by 0500 hours on the same day.
- 6.6.10 If an employee falls sick while on annual leave and produces at the time satisfactory medical evidence that the employee is or was confined to their place of residence or hospital for a period of at least one week the employee may, with the approval of the employer, be granted at a time convenient to the employer additional leave equivalent to the period of sickness falling within the rostered period of annual leave.

6.7 - CARER'S LEAVE

- 6.7.1 An employee is entitled to use up to five (5) days of sick leave per year to be the primary care giver for the employee's spouse or de-facto partner, child including adult child, parent, sibling or grandparent or member of the employee's household who is injured or ill and in need of immediate care and attention. If requested, the employee must supply evidence that would satisfy a reasonable person of the entitlement to such leave.

6.8 - PARENTAL LEAVE

- 6.8.1 In this Clause:
 - (a) "Adoption", in relation to a child, is a reference to a child who:
 - (i) is not the natural child or the step-child of the employee or the employee's partner;
 - (ii) is less than 5 years of age; and
 - (iii) has not lived continuously with the employee for 6 months or longer;
 - (b) "Continuous service" means service under an unbroken contract of employment and includes:
 - (i) any period of parental leave; and
 - (ii) any period of leave or absence authorised by the employer;
 - (c) "Expected date of birth" means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's partner, as the case may be, to give birth to a child;
 - (d) "Parental leave" means leave provided for by sub clause 6.8.2(a);
 - (e) "Partner" means a spouse or de-facto partner.
- 6.8.2 Entitlement to Parental Leave
 - (a) Subject to sub clause 6.8.4, 6.8.5(a) and 6.8.6(a), an employee, other than a casual employee, is entitled to take up to 52 consecutive weeks of unpaid leave in respect of –
 - (i) the birth of a child to the employee or the employee's partner; or

- (ii) the placement of a child with the employee with a view to the adoption of the child by the employee.
 - (b) An employee is not entitled to take parental leave unless the employee –
 - (i) has, before the expected date of birth or placement, completed at least 12 months continuous service with the employer;
 - (ii) has given the employer at least 10 weeks written notice of the employee’s intention to take leave, and
 - (c) An employee is not entitled to take parental leave at the same time as the employee’s partner but this paragraph does not apply to one weeks parental leave –
 - (i) taken by the partner parent immediately after the birth of the child; or
 - (ii) taken by the employee and the employee’s partner immediately after a child has been placed with them with a view to their adoption of the child.
 - (d) The entitlement to parental leave is reduced by any period of parental leave taken by the employee's partner in relation to the same child, except the period of one week's leave referred to in paragraph (c).
- 6.8.3 A Female employee who is pregnant and who has given notice of the employee’s intention to take parental leave, other than for a adoption, is to start the leave 6 weeks before the expected date of birth unless in respect of any period closer to the expected date of birth a medical practitioner has certified that the employee is fit to work.
- 6.8.4 An employee who has given notice of the employees intention to take parental leave, other than for adoption, is to provide to the employer a certificate from a medical practitioner stating that the employee or the employee’s partner, as the case may be, is pregnant and the expected date of the birth.
- 6.8.5 Notice of Partner’s Parental Leave
- (a) An employee who has given notice of the employee’s intention to take parental leave or who is actually taking parental leave is to notify the employer of particulars of any period of parental leave taken or to be taken by the employee’s partner in relation to the same child.
 - (b) Any notice given under paragraph (a) is to be supported by a statutory declaration by the employee as to the truth of the particulars notified.
- 6.8.6 Notice of Parental Leave Details
- (a) An employee who has given notice of the employee’s intention to take parental leave is to notify the employer of the dates on which the employee wishes to start and finish the leave no less than four weeks before the proposed commencement date.
 - (b) An employee who is taking parental leave is to notify the employer of any change to the date on which the employee wishes to finish the leave.
 - (c) The starting and finishing dates of a period of parental leave are to be agreed between the employee and the employer.
- 6.8.7 Return to Work after Parental Leave
- (a) An employee shall confirm the employee’s intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of parental leave.

- (b) On finishing parental leave, an employee is entitled to the position the employee held immediately before starting parental leave.
- (c) If the position referred to in paragraph (b) is not available, the employee is entitled to an available position –
 - (i) for which the employee is qualified; and
 - (ii) that the employee is capable of performing, most comparable in status and pay to that of the employee's former position without loss of income.
- (d) Where, immediately before starting parental leave, an employee was acting in, or performing on a temporary basis the duties of the position referred to in paragraph (a), that paragraph applies only in respect of the position held by the employee immediately before taking the acting or temporary position.

6.8.8 Absence on parental leave does not break the continuity of service of an employee and is not taken into account when calculating the period of service for the purpose of this Award.

6.8.9 Any absence from duty during a pregnancy for medical reasons relating to that pregnancy and certified by a suitably qualified medical practitioner will not be debited against the 52 week maternity entitlement.

6.8.10 Transfer to a Safe Job

- (a) Where, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attached to that job until the commencement of parental leave.
- (b) If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of sub clauses 6.8.7, 6.8.8, 6.8.9 and 6.8.10 of this clause.

6.8.11 Variation of Period of Parental Leave

- (a) Provided the addition does not extend the parental leave beyond 52 weeks, the period may be lengthened once only, with the agreement of the employer, by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened.
- (b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

6.8.12 Cancellation of Parental Leave

- (a) Parental Leave applied for but not commenced, shall be cancelled when the pregnancy of an employee or the employee's partner, as the case may be, terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee or an employee's partner, as the case may be, then on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that from the date of notice in writing by the employee to the employer that the employee desires to resume work.

6.8.13 Special Maternity Leave

- (a) Where the pregnancy of an employee not then on parental leave terminates after 28 weeks other than by the birth of a living child she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
- (b) For the purpose of sub clause 6.8.8, 6.8.13 and 6.8.14 hereof, maternity leave shall include special maternity leave.
- (c) An employee returning to work after the completion of a period of leave taken pursuant to this sub clause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to sub clause 6.8.10, to the position the employee held immediately before such transfer.

6.8.14 Parental Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to sub clauses 6.8.10 and 6.8.13 hereof does not exceed 52 weeks:

- (a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which the employee is then entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during absence on parental leave.

6.8.15 Termination of Employment

- (a) An employee on parental leave may terminate the employee's employment at any time during the period of leave by notice given in accordance with the Award.
- (b) An Employer shall not terminate the employment of an employee on the ground of the employee's absence on maternity leave or, in the case of a female employee, her pregnancy, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

6.8.16 Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee taking paternity leave.
- (b) Before an employer engages a replacement employee under this sub clause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this clause, the employer shall advise that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this sub clause shall be construed as requiring an employer to engage a replacement employee.
- (e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employee's employment continues beyond the 12 months qualifying period.

6.9 - LEAVE TO ATTEND UNION BUSINESS

6.9.1 The employer shall grant paid leave during working hours to an employee:

- (a) Who is required to give evidence before an Industrial Tribunal.
- (b) Who is a union nominated representative of the employees and is required to attend negotiations and/or conferences between the union and employer.
- (c) When prior agreement between the union and the employer has been reached for the employee to attend official meetings preliminary to negotiations or industrial hearings.
- (d) Who is a union nominated representative of employees and is required to attend joint union/management consultative committees or working parties.

6.9.2 The granting of leave pursuant to 6.9.1 of this sub-clause shall only be approved:

- (a) Where an application for leave has been submitted by an employee in a reasonable time in advance;
- (b) For the minimum period necessary to enable the union business to be conducted or evidence to be given;
- (c) For those employees whose attendance is essential; and
- (d) When the operation of the organisation is not being unduly affected and the convenience of the employer impaired.

6.9.3 Leave of absence will be granted at the ordinary rate of pay and the employer shall not be liable for any expenses associated with an employee attending to union business. Leave of absence granted under this clause shall include any necessary travelling time in normal working hours.

6.9.4 Nothing in this clause shall diminish the existing arrangements relating to the granting of paid leave for union business.

- (a) An employee shall not be entitled to paid leave to attend union business other than prescribed by this clause.
- (b) The provisions of this clause shall not apply when an employee is absent from work without the approval of the employer.

6.10 - LONG SERVICE LEAVE

6.10.1 An employee shall be entitled to thirteen (13) weeks paid Long Service Leave on the completion of ten years continuous service and an additional thirteen (13) weeks paid Long Service Leave for each subsequent period of seven (7) years of continuous service completed by the employee.

6.10.2 Where a public holiday falls within an employee's period of Long Service Leave such day shall be deemed to be a portion of the Long Service Leave and no other payment or benefit shall apply.

6.10.3 Long Service Leave may be taken in periods of four (4) weeks or more at a mutually agreed time.

6.10.4 Long Service Leave shall be paid at the employee's rate of pay as prescribed in Clause 4 Rates of Pay.

6.10.5 An employee will be entitled to pro rata Long Service Leave only if employment is terminated:

- (a) By the employer for other than disciplinary reasons;
- (b) Due to the retirement of the employee on the grounds of ill health;

- (c) Due to the death of the employee, in which case the payment would be made to the employee's estate;
 - (d) Due to the employee's retirement at age of 55 years or over provided 12 months continuous service has been completed prior to the day from which the retirement takes effect;
 - (e) For the purpose of entering an Invitro Fertilisation Program provided the employee has completed three (3) years service and produces written confirmation from an appropriate medical authority of the dates of involvement in the program; or
 - (f) Due to the employee's resignation for pregnancy provided the employee has completed more than three (3) years and produces certification of such pregnancy and the expected date of birth from a legally qualified medical practitioner.
- 6.10.6 For the purpose of determining Long Service Leave entitlement, the expression "continuous service" included any period during which the employee is absent on paid leave but does not include any period exceeding two (2) continuous weeks during which the employee is absent on parental leave or leave without pay.
- 6.10.7 Continuity of service shall not be broken by the absence of the employee on any form of approved paid leave or by the standing down of an employee under the terms of this Award.
- 6.10.8 The employer may direct an employee to take Long Service Leave entitlement. It will be taken within twelve (12) months of the direction and at a time agreed between the employer and the employee.
- 6.10.9 Where a time cannot be agreed within the 12-month period, the employer will determine the date on which the employee will be required to start Long Service Leave provided that the employer shall give at least 30 days notice to the employee of the day on which the Long Service Leave is to commence.

6.11 - WITNESS AND JURY SERVICE LEAVE

- 6.11.1 An employee subpoenaed or called as a witness to give evidence in any proceeding shall, as soon as practicable, notify the manager or supervisor who shall notify the employer.
- 6.11.2 Where an employee is subpoenaed or called as a witness to give evidence in an official capacity, that employee shall be granted by the employer leave of absence with pay, but only for such period as is required to enable the employee to carry out duties related to being a witness. If the employee is on any form of paid leave, the leave involved in being a witness will be reinstated subject to the satisfaction of the employer. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Fund. The receipt for such payment with a voucher showing the amount of fees received shall be forwarded to the employer.
- 6.11.3 An employee subpoenaed or called as a witness to give evidence in an official capacity shall, in the event of non-payment of the proper witness fees or travelling expenses, as soon as practicable after the default notify the employer.
- 6.11.4 An employee subpoenaed or called as a witness on behalf of the Crown not in an official capacity, shall be granted leave with full pay entitlements. If the employee is on any form of paid leave, this leave shall not be reinstated as such witness service is deemed to be part of the employee's civic duty. The employee is not entitled to retain any witness fee but shall pay all fees received into Consolidated Fund.
- 6.11.5 An employee subpoenaed or called as a witness under any other circumstances other than specified in sub clauses 6.11.2 and 6.11.4 shall be granted leave of absence without pay except when the employee makes an application to clear accrued leave in accordance with award provisions.
- 6.11.6 An employee required to serve on a jury shall, as soon as practicable after being summonsed to serve, notify their supervisor or manager who shall notify the employer.

- 6.11.7 An employee required to serve on a jury shall be granted, by the employer, leave of absence on full pay but only for such period as is required to enable the employee to carry out duties as a juror.
- 6.11.8 An employee granted leave of absence on full pay is not entitled to retain any juror's fees but shall pay all fees received into Consolidated Fund. The receipt for such payment shall be forwarded with a voucher showing the amount of juror's fees received to the employer.

6.12 - CULTURAL AND CEREMONIAL LEAVE

- 6.12.1 Cultural and/or ceremonial leave shall be available to all employees.
- 6.12.2 Such leave shall include leave to meet the employee's customs, traditional law and to participate in cultural and ceremonial activities.
- 6.12.3 Employees are entitled to time off without loss of pay for cultural or ceremonial purposes subject to agreement between the employer and employee and sufficient leave credits being available.
- 6.12.4 The employer will assess each application for ceremonial or cultural leave on its merits and give consideration to the personal circumstances of the employee seeking the leave.
- 6.12.5 The employer may request reasonable evidence of the legitimate need for the employee to be allowed time off.
- 6.12.6 Cultural or ceremonial leave may be taken as whole or part days off. Each day, or part thereof, shall be deducted from:
- (a) the employee's annual leave entitlements (where applicable); or
 - (b) accrued days off.
- 6.12.7 Time off without pay may be granted by arrangement between the employer and the employee for cultural or ceremonial purposes.

6.13 - BLOOD AND PLASMA DONORS LEAVE

- 6.13.1 Subject to operational requirements, employees shall be entitled to absent themselves from the workplace in order to donate blood and/or plasma in accordance with the following general conditions:
- (a) Prior arrangements with the supervisor has been made and at least two days notice has been provided; or
 - (b) The employee is called upon by the Red Cross Blood Centre.
- 6.13.2 The notification period shall be waived or reduced where the line manager is satisfied that operations would not be unduly affected by an employee's absence.
- 6.13.3 Employees shall be required to provide proof of attendance at the Red Cross Blood Centre upon return to work.
- 6.13.4 Employees shall be entitled to two (2) hours of paid leave per donation for the purpose of donating blood or plasma to the Red Cross Blood Centre.

6.14 - STUDY LEAVE

- 6.14.1 Conditions for granting time off

- (a) An employee may be granted time off with pay for part-time study purposes at the discretion of the employer.
- (b) Part-time employees are entitled to study leave on the same basis as full time employees. Employees working shift work or on fixed term contracts also have the same access to study leave as all other employees.
- (c) Time off with pay may be granted up to a maximum of five (5) hours per week, including traveling time, where subjects of approved courses are conducted during normal working hours. The equivalent applies if studying by correspondence.
- (d) Employees who are obliged to attend educational institutions for compulsory block sessions may be granted time off with pay, including travelling time, up to the maximum annual amount allowed to an employee in paragraph (c) of this subclause.
- (e) Employees shall be granted sufficient time off with pay to travel to, and sit for, the examinations of any approved course of study or for the mature age entrance examination for tertiary admission conducted by the Tertiary Institution Service Centre.
- (f) In every case, the approval of time off to attend lectures and tutorials will be subject to:
 - (i) the employer's convenience;
 - (ii) the course being undertaken on a part-time basis;
 - (iii) employees undertaking an acceptable formal study load in their own time;
 - (iv) employees making satisfactory progress with their studies; and
 - (v) the course being relevant to the employee's career in the public sector and being of value to the state.
- (g) A service agreement or bond will not be required.

6.14.2 Payment of fees and other costs

- (a) Cadets and trainees
 - (i) Employers are to meet the payment of higher education administrative charges for cadets and trainees who, as a condition of their employment, are required to undertake studies at a post secondary institution. Employees who, of their own volition, attend such institutions to gain higher qualifications will be responsible for the payment of fees.
 - (ii) This assistance does not include the cost of textbooks or Guild and Society fees.
 - (iii) An employee who is required to repeat a full academic year of the course will be responsible for payment of the higher education fees for that particular year.
- (b) All employees

Notwithstanding paragraph (a) of this subclause, the employer has the discretion to reimburse an employee for the full or part of any reasonable costs of enrolment fees, Higher Education Contribution Surcharge, compulsory textbooks, compulsory computer software, and other necessary study materials. Half of the value of the agreed costs shall be reimbursed immediately following production of written evidence of successful completion of the subject for which reimbursement has been claimed. The employer and employee may agree to alternative reimbursement arrangements.

6.14.3 Approved courses

- (a)
 - (i) First degree or Associate Diploma courses at a post secondary institution.
 - (ii) Diploma courses and two year full time certificate courses at Technical and Further Education (TAFE).
 - (iii) Secondary courses leading to the Tertiary Entrance Examination (see paragraph (i) of subclause 6.14.4 or courses preparing students for the mature age entrance conducted by the Tertiary Institutions Service Centre.
 - (iv) Courses recognised by the National Authority for the Accreditation of Translators and Interpreters (NAATI) in a language relevant to the needs of the public sector.
- (b) Except as outlined in paragraph (d) of this subclause, employees are not eligible for study assistance if they already possess one of the qualifications specified in subclause 6.14.3(a)(i) of this clause.
- (c) An employee who has completed a Diploma through TAFE is eligible for study assistance to undertake a degree course at any of the tertiary institutions in subparagraph 6.14.3(a)(i). An employee who has completed a two year full-time Certificate through TAFE is eligible for study assistance to undertake a Diploma course specified in subclause 6.14.3(a)(ii) of this clause or a degree or Associate Diploma course specified in subclause 6.14.3(a)(i) of this clause.
- (d) Assistance towards additional qualifications including second or higher degrees may be granted in special cases in a specialist area of benefit to the public sector as well as the employee.

6.14.4 For the purposes of this clause:

- (a) In determining the employer's convenience, employers should give due emphasis to the employee's career aspirations.
- (b) An acceptable part-time study load should be regarded as not less than five (5) hours per week of formal tuition, or the equivalent if studying by correspondence, with at least half of the total formal study commitment being undertaken in the employee's own time except in special cases such as where the employee is in the final year of study and requires less time to complete the course, or the employee is undertaking the recommended part-time year or stage and this does not entail five (5) hours formal study.
- (c) The relevance of a course should be determined from a public sector rather than an employer perspective. For instance, an employee may be undertaking a course of study which is of no special relevance to the employee's work or employer but which may well be particularly significant in some other section of the public sector.
- (d) A first degree or Associate Diploma course does not include the continuation of a degree or Associate Diploma towards a higher postgraduate qualification.
- (e) In cases where employees are studying subjects that require fortnightly classes, the weekly study load should be calculated by averaging over two weeks the total fortnightly commitment.
- (f) Travelling time returning home after lectures or tutorials is to be calculated as the excess time taken to travel home from such classes when compared with the time usually taken to travel home from the employee's normal place of work.
- (g) An employee shall not be granted more than five (5) hours time off with pay per week except in exceptional circumstances where the employer may decide otherwise.
- (h) Time off with pay for those who have failed a unit or units may be considered for one repeat year only.

- (i) Study leave for attendance at courses leading to the Tertiary Entrance Examination will generally only be granted if the employee has already unsuccessfully attempted to enter tertiary studies through the mature age entrance examination conducted by the Tertiary Institutions Service Centre. However, this condition will not apply if a pass in certain subjects is a prerequisite for entry into an intended course of non-tertiary study or training that meets the requirements specified in this clause.
- 6.14.5 Subject to the provisions of subclause 6.14.6 of this clause, the employer may grant an employee full time study leave with pay to undertake:
- (a) post graduate degree studies at Australian or overseas tertiary education institutions; or
 - (b) study tours involving observations and/or investigations; or
 - (c) a combination of postgraduate studies and study tours.
- 6.14.6 Applications for full time study leave with pay are to be considered on their merits and may be granted provided that the following conditions are met:
- (a) The course or a similar course is not available locally. Where the course of study is available locally, applications are to be considered in accordance with the provisions of subclause 6.14.1 to 6.14.5 of this clause and the Leave Without Pay provisions of this award.
 - (b) It must be a highly specialised course with direct relevance to the employee's profession.
 - (c) It must be highly relevant to the employer's corporate strategies and goals.
 - (d) The expertise or specialisation offered by the course of study should not already be available through other employees employed within the organisation.
 - (e) If the applicant was previously granted study leave, studies must have been successfully completed at that time. Where an employee is still under a bond, this does not preclude approval being granted to take further study leave if all the necessary criteria are met.
 - (f) A fixed term contract employee may not be granted study leave with pay for any period beyond the employee's approved period of engagement.
- 6.14.7 Full time study leave with pay may be approved for more than 12 months subject to a yearly review of satisfactory performance.
- 6.14.8 Where an outside award is granted and the studies to be undertaken are considered highly desirable by an employer, financial assistance to the extent of the difference between the employee's normal wage and the value of the award may be considered. Where no outside award is granted and where a request meets all the necessary criteria, then part or full payment of wages may be approved at the discretion of the employer.
- 6.14.9 The employer supports recipients of coveted awards and fellowships by providing study leave with pay. Recipients normally receive as part of the award or fellowship; return airfares, payment of fees, allowance for books, accommodation or a contribution towards accommodation.
- 6.14.10 Where recipients are in receipt of a living allowance, this amount should be deducted from the employee's wages for that period.
- 6.14.11 Where the employer approves full time study leave with pay, the actual wage contribution forms part of the employer's approved average staffing level funding allocation. Employers should bear this in mind if considering temporary relief.

- 6.14.12 Where study leave with pay is approved and the employer also supports the payment of transit costs and/or an accommodation allowance, the employer will gain approval for the transit and accommodation costs as required.
- 6.14.13 Where employees travelling overseas at their own expense wish to participate in a study tour or convention whilst on tour, study leave with pay may be approved by the employer together with some local transit and accommodation expenses providing it meets the requirements of subclause 6.14.6 of this clause. Each case is to be considered on its merits.
- 6.14.14 The period of full time study leave with pay is accepted as qualifying service for leave entitlements and other privileges and conditions of service prescribed for employees under this award.

6.15 - PURCHASED LEAVE – 48/52 WAGES ARRANGEMENT

- 6.15.1 The employer and an employee may agree to enter into an arrangement whereby the employee can purchase up to four (4) weeks additional leave.
- 6.15.2 The employer will assess each application for 48/52 wage arrangement on its merits and give consideration to the personal circumstances of the employee seeking the arrangement.
- 6.15.3 Access to this entitlement will be subject to the employee having satisfied the employer’s accrued leave management policy.
- 6.15.4 The employee can agree to take a reduced wage spread over the 52 weeks of the year and receive the following amounts of additional purchased leave:

Number of weeks wages spread over 52 weeks	Number of weeks purchased leave
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 6.15.5 The purchased leave will not be able to be accrued. The employee is to be entitled to pay in lieu of the additional leave not taken. In the event that the employee is unable to take such purchased leave, their wage will be adjusted on the last pay period in January to take account of the fact that time worked during the year was not included in the wage.
- 6.15.6 Where an employee who is in receipt of a higher duties allowance provided for in the relevant award proceeds on any period of additional purchased leave, the employee shall not be entitled to receive payment of the allowance for any period of purchased leave.
- 6.15.7 In the event that a part time employee’s ordinary working hours are varied during the year, the wage paid for such leave taken will be adjusted on the last pay in January to take into account any variations to the employee’s ordinary working hours during the previous year.

6.16 - EMERGENCY SERVICES LEAVE

- 6.16.1 Subject to operational requirements, paid leave of absence shall be granted by the employer to an employee who is an active volunteer member of State Emergency Service, St John Ambulance Brigade, Volunteer Fire and Rescue Service, Bush Fire Brigades, Volunteer Marine Rescue Services Groups or FESA Units in order to allow for attendances at emergencies as declared by the recognised authority.

- 6.16.2 The employer shall be advised as soon as possible by an employee, the emergency service, or other person as to the absence and, where possible, the expected duration of leave.
- 6.16.3 The employee must complete a leave of absence form immediately upon return to work.
- 6.16.4 The application form must be accompanied by a certificate from the emergency organisation certifying that the employee was required for the specified period.
- 6.16.5 An employee who, during the course of an emergency, volunteers their services to an emergency organisation shall comply with subclauses 6.16.2, 6.16.3 and 6.16.4 of this clause.

6.17 - DEFENCE FORCE RESERVES LEAVE

- 6.17.1 The employer must grant leave of absence for the purpose of defence service to an employee who is a volunteer member of the Defence Force Reserves or the Cadet Force. Defence service means service, including training, in a part of the Reserves or Cadet Force.
- 6.17.2 Leave of absence may be paid or unpaid in accordance with the provisions of this clause.
- 6.17.3 Application for leave of absence for defence service shall, in all cases, be accompanied by evidence of the necessity for attendance. At the expiration of the leave of absence granted, the employee shall provide a certificate of attendance to the employer.
- 6.17.4 Paid leave
 - (a) An employee who is a volunteer member of the Defence Force Reserves or the Cadet Force is entitled to paid leave of absence for defence service, subject to the conditions set out hereunder.
 - (b) Part-time employees shall receive the same paid leave entitlement as full-time employees, but payment shall only be made for those hours that would normally have been worked but for the leave.
 - (c) On written application, an employee shall be paid wages in advance when proceeding on such leave.
 - (d) Casual employees are not entitled to paid leave for the purpose of defence service.
 - (e) An employee is entitled to paid leave for a period not exceeding 105 hours on full pay in any period of twelve months commencing on 1 July in each year.
 - (f) An employee is entitled to a further period of leave not exceeding 16 calendar days in any period of twelve months commencing on July 1. Pay for this leave shall be at the rate of the difference between the normal remuneration of the employee and the Defence Force payments to which the employee is entitled if such payments do not exceed normal wages. In calculating the pay differential, pay for Saturdays, Sundays, Public Holidays and rostered days off is to be excluded, and no account is to be taken of the value of any board or lodging provided for the employee.
- 6.17.5 Unpaid leave
 - (a) Any leave for the purpose of defence service that exceeds the paid entitlement prescribed in subclause 6.17.4 of this clause shall be unpaid.
 - (b) Casual employees are entitled to unpaid leave for the purpose of defence service.
- 6.17.6 Use of other leave
 - (a) An employee may elect to use annual or long service leave credits for some or all of their absence on defence service, in which case they will be treated in all respects as if on normal paid leave.

- (b) An employer cannot compel an employee to use annual leave or long service leave for the purpose of defence service.

6.18 - PAID LEAVE FOR ENGLISH LANGUAGE TRAINING

- 6.18.1 Leave during normal working hours without loss of pay shall be granted to employees from a Non-English speaking background who are unable to meet standards of communication to advance career prospects or who constitute a safety hazard or risk to themselves and/or fellow workers, or are not able to meet the accepted production requirements of that particular occupation or industry to attend English training conducted by an approved and authorised Authority. The selection of employees for training will be determined by consultation between the employer and the union.
- 6.18.2 Leave will be granted to enable employees selected to achieve an acceptable level of vocational English proficiency. In this respect the tuition content with specific aims and objectives incorporating the pertinent factors at subclause 6.18.3 hereof shall be agreed between the employer, the union, and the Adult Migrant Education Service or other approved Authority conducting the training.
- 6.18.3 Subject to appropriate needs assessment, participation in training will be on the basis of minimum of 100 hours per employee per year.
- 6.18.4 The agreed desired proficiency level will take account of the vocational needs of an employee in respect of communication, safety, welfare, and productivity within his/her current position as well as those positions to which he/she may be considered for promotion or redeployment. It will also take account of issues in relation to training, retraining and multi-skilling, award restructuring, industrial relations and safety provisions, and equal opportunity employment legislation.

6.19 - LEAVE WITHOUT PAY

- 6.19.1 Subject to the provisions of subclause 6.19.2, the employer may grant an employee leave without pay for any period and is responsible for that employee on their return.
- 6.19.2 Every application for leave without pay will be considered on its merits and may be granted provided that the following conditions are met:
 - (a) The work of the employer is not inconvenienced; and
 - (b) All other leave credits of the employee are exhausted.
- 6.19.3 An employee on a fixed term appointment may not be granted leave without pay for any period beyond that employee's approved period of engagement.
- 6.19.4 The employer may grant an employee on leave without pay to undertake full time study subject to a yearly review of satisfactory performance. Leave without pay for this purpose shall not count as qualifying service for leave purposes.
- 6.19.5 Subject to the provisions of subclause 6.19.2 of this clause, the employer may grant an employee who has been awarded a sporting scholarship by the Australian Institute of Sport leave without pay.

7. - DISPUTE RESOLUTION PROCEDURE

- 7.1.1 Subject to the Industrial Relations Act 1979 (as amended) in the event of a problem, grievance, question, dispute, claim or difficulty that effects one or more employees, or arises from the employees work or contract of employment, the following procedure shall apply:
 - (a) At first instance the matter shall be raised with the employer's supervisor or manager as appropriate.

- (b) In the event that the matter is unresolved it may be raised at the Company level by the individual concerned, or the union delegate or union official involved.
- (c) The parties will attempt to resolve the matter prior to either party referring the matter to the “Commission”.
- (d) If the matter is still not resolved it may be referred to the “Commission” for determination and, if necessary, arbitration.

8. - REGISTERED ORGANISATION MATTERS

8.1 - RIGHT OF ENTRY

- 8.1.1 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work for the purpose of holding discussions at the premises with any relevant employees who wish to participate in those discussions.
- 8.1.2 An “authorised representative” means a person who holds an authority in force under Part II of Division 2G of the Industrial Relations Act 1979.
- 8.1.3 A “relevant employee” means an employee who is a member of an organisation or who is eligible to become a member of the organisation.
- 8.1.4 The authorised representative shall give at least twenty four (24) hours’ notice to the employer.
- 8.1.5 Notwithstanding 8.1.4, the Union may apply to waive the requirement to give the employer concerned notice of an intended exercise of power if the Commission is satisfied that to give such notice would defeat the purpose for which the power is intended to be exercised.
- 8.1.6 An authorised representative of an organisation may enter, during working hours, any premises where relevant employees work for the purpose of investigating any suspected breach of the Industrial Relations Act 1979, The Minimum Conditions of Employment Act 1993, the Occupational Safety and Health Act 1984, or an award, order, industrial agreement or employer –employee agreement that applies to any such employee.
- 8.1.7 An authorised representative in this clause has the same meaning as in 8.1.2.
- 8.1.8 For the purpose of investigating any breach, the authorised representative may:
 - (a) Subject to 8.1.4 and 8.1.6, require the employer to produce for the representative’s inspection, during working hours at the employer’s premises or at any mutually convenient time and place, any employment records of employees or other documents, other than workplace agreements or employer-employee agreements, kept by the employer that are related to the suspected;
 - (b) Make copies of the entries in the employment records or documents related to the suspected breach; and
 - (c) During working hours, inspect or view any work, material, machinery, or appliance that is relevant to the suspected breach.
- 8.1.9 The employer is not required to produce an employment record of any employee if the employee is a party to an employee-employer agreement and has made a written request to the employer that the record not be available for inspection by an authorised representative.
- 8.1.10 An authorised representative is not allowed to enter premises where relevant employees work for the purpose of investigating a suspected breach of an employer-employee agreement to which a relevant employee is a party unless the authorised in writing by that relevant employees to carry out the investigation.

- 8.1.11 An authorised representative is not entitled to require the production of employment records or other documents unless, before exercising the power, the authorised representative has given the employer concerned;
- (a) If the records or other documents are kept on the employer's premises, at least twenty four (24) hours written notice; or
 - (b) If the records or other documents are kept elsewhere, at least forty- eight (48) hours written notice.
- 8.1.12 An authorised representative shall, upon request of the occupier of the premises, show their authority before entering the premises.

8.2 - FACILITIES FOR WORKPLACE DELEGATES

- 8.2.1 The PTA recognises the rights of the ARTBIU to organise and represent their members.
- 8.2.2 ARTBIU delegates have a legitimate role and function in assisting the ARTBIU in the tasks of recruitment, organising, communication and representing the interests of the ARTBIU members within the Public Transport Authority to whom this Agreement applies.
- 8.2.3 The employer recognises union delegates in the Public Transport Authority and will allow them to carry out their role and functions. Subject to prior approval, the PTA shall provide ARTBIU delegates with the following:
- (a) Paid time off from normal duties to perform their functions as ARTBIU delegates such as organising, recruiting, individual grievance handling, collective bargaining, involvement in the Joint Consultative Committee and to attend to union business.
 - (b) Access to facilities required for the purpose of carrying out their duties. Facilities may include, but not be limited to; the use of filing cabinets, meeting rooms, telephones, fax, email, internet, photocopiers and stationery. Such access to facilities shall not unreasonably affect the operation of the organisation and shall be in accordance with normal employer protocols.
 - (c) A noticeboard for the display of union materials including broadcast email facilities.
 - (d) Paid access to periods of leave for the purpose of attending union training courses.
 - (e) Notification of the commencement of new employees, and as part of their induction, time to discuss the benefits of union membership with them.
 - (f) Access to awards, agreements, orders, policies and procedures.
 - (g) The names of any Equal Employment Opportunity and Occupational Health, Safety and Welfare representatives.
- 8.2.4 The Employer recognises that it is paramount that ARTBIU delegates are not threatened or disadvantaged in any way as a result of their role as a union delegate.

8.3 - CONSULTATION

- 8.3.1 The parties recognise the need for effective communication to improve the business and operational performance and working environment in the Public Transport Authority.
- 8.3.2 The parties acknowledge that decisions will continue to be made by the employer who is responsible and accountable to Government for the effective and efficient operation of the Public Transport Authority.

- 8.3.3 Where the employer proposes to make changes likely to affect existing practices, working conditions or employment prospects of employees, the union and employees affected shall be notified by the employer as early as possible.
- 8.3.4 For the purposes of discussion the employer shall provide to the employees concerned and the union relevant information about the changes, including the effect of the changes on employees, provided the employer shall not be required to disclose any information that is confidential. In the context of discussions, the union and employees are able to contribute to the decision making process.

9. - MARSHALLING

- 9.1.1 Employees will carry out any marshalling required in the operation of the train. The marshalling may be performed at stations, sidings or depots at any time during the shift.

10. - RAILCAR OR LOCOMOTIVE CONFIGURATIONS

- 10.1.1 Employees will operate railcars or locomotives in any required configuration including, but not limited to, single or multiple railcars or the recovery locomotive.

11. - KNOWLEDGE OF ROADS

- 11.1.1 Where an employee is required to learn the road only, this will be achieved by a combination of:
- (a) Being rostered with a qualified employee who has knowledge of the roads; and or
 - (b) The use of simulators; and or
 - (c) Any other agreed acceptable method.
- 11.1.2 Should the requirements of the service necessitate that the driver shall run over a road with which the driver is not fully acquainted the driver shall be provided with a pilot. Such pilot shall be either a district superintendent-(provided such officer has been a driver in the employer's service), a locomotive inspector, driver, or driver's assistant authorised to drive. In cases where a driver is removed from one depot to another, the driver shall be given access to facilities to learn the road without loss of driver's pay.

12. - PREPARING AND STABLING ENGINES

- 12.1.1 Each driver shall, if required to do the work, be granted the appropriate allowance for preparing and stabling Rail Cars as agreed by mutual consent between the employer and the Union or, failing such agreement, as shall be prescribed by the Commission.

13. - WHERE TO GO FOR FURTHER INFORMATION

- 13.1.1 The Australian Rail, Tram and Bus Industry Union of Employees, West Australian Branch
2/10 Nash Street, EAST PERTH W.A. 6004

Telephone: 9225 6722
Facsimile: 9225 6733
Email: general@rtbuwa.asn.au

- 13.1.2 Department of Consumer and Employment Protection
Labour Relations, 3rd Floor Dumas House, 2 Havelock Street, WEST PERTH W.A. 6005

Telephone: 9222 7700
Facsimile: 92227777
Email: labourrelations@docep.wa.gov.au
Wage Line: 1300 655 266

14. - OTHER LAWS AFFECTING EMPLOYMENT

- 14.1.1 (a) Industrial Relations Act 1979 (WA)
(b) Minimum Conditions of Employment Act 1993 (WA)
(c) Workplace Relations Act 1996 (Cth)
(d) Occupational Safety and Health Act 1984 (WA)
(e) Equal Opportunity Act 1984 (WA)

15. - NAMED PARTIES TO THE AWARD

15.1.1 The named parties to this award are:

- (a) The Australian Rail, Tram and Bus Industry Union of Employees, Western Australian Branch; and
(b) The Public Transport Authority of Western Australia, or its successor.

VARIATION RECORD

PUBLIC TRANSPORT AUTHORITY (TRANSWA) AWARD 2006

A 2 OF 2006

Delivered 24/03/06 at 86 WAIG 671
Effective from the beginning of the FPP commencing on or after 17/03/06

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
1. AWARD STRUCTURE				
1.1 TITLE				
1.2 ARRANGEMENT				
1.3 AREA AND SCOPE				
1.4 TERM				
1.5 INTRODUCTION OF CHANGE				
1.6 DEFINITIONS				
2. CONTRACT OF EMPLOYMENT				
2.1 CONTRACT OF EMPLOYMENT				
2.2 STAND DOWN				
2.3 EMPLOYEES PERFORMING HIGHER DUTIES				
2.4 CHARGES AGAINST EMPLOYEES				
3. HOURS OF WORK				
3.1 HOURS OF DUTY AND 38 HOUR WEEK				
3.2 OVERTIME PAYMENTS				
3.3 MEAL AND REST BREAKS				
3.4 MINIMUM TIME OFF DUTY				
3.5 GUARANTEED WEEK'S WORK				
4. CLASSIFICATION AND PAY RATES				
4.1 MINIMUM ADULT AWARD WAGE				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2313
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2229
	Cl.	115/07	01/07/08	88 WAIG 773 & 1440
	Cl.	1/09	01/10/09	89 WAIG 735 & 1872
	Cl.	2/10	01/07/10	90 WAIG 568 & 1270
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1671
	Cl.	2/12	01/07/12	92 WAIG 1425
	Cl.	1/13	01/07/13	93 WAIG 1092

	Cl.	1/14	01/07/14	94 WAIG 1308
	Cl.	1/15	01/07/15	95 WAIG 1277
	Cl.	1/16	01/07/16	96 WAIG 1126
4.2 CLASSIFICATION AND PAY RATES				
	Cl.	957/05	07/07/06	86 WAIG 1631 & 2313
	Cl.	1/07	01/07/07	87 WAIG 1487 & 2229
	Cl.	115/07	01/07/08	88 WAIG 773 & 1440
	Cl.	1/09	01/10/09	89 WAIG 735 & 1872
	Cl.	2/10	01/07/10	90 WAIG 568 & 1270
	Cl.	2/11	01/07/11	91 WAIG 1008 & 1671
	Cl.	2/12	01/07/12	92 WAIG 1425
	Cl.	1/13	01/07/13	93 WAIG 1092
	Cl.	1/14	01/07/14	94 WAIG 1308
	Cl.	1/15	01/07/15	95 WAIG 1277
	Cl.	1/16	01/07/16	96 WAIG 1126
4.3 PAYMENT OF WAGES				
5. ALLOWANCES				
5.1 SHIFT WORK				
	Cl. 5.1	140/10	26/08/10	91 WAIG 2318
	Cl. 5.1	140/10	01/07/11	91 WAIG 2318
	Cl. 5.1	4/14	29/01/14	94 WAIG 346
	Cl. 5.1	27/14	19/09/14	95 WAIG 235
	Cl. 5.1	19/16	29/04/16	96 WAIG 447
	Cl. 5.1	56/16	10/03/17	97 WAIG 268
5.2 TEMPORARY TRANSFER ALLOWANCE				
	Cl. 5.2	140/10	26/08/10	91 WAIG 2318
	Cl. 5.2.1(a)	140/10	13/12/10	91 WAIG 2318
	Cl. 5.2.1(b)	140/10	01/07/11	91 WAIG 2318
	Cl. 5.2.2	140/10	01/07/11	91 WAIG 2318
	Cl. 5.2. 1(a) - (b)	4/14	29/01/14	94 WAIG 346
	Cl. 5.2.1(a) - (b), 5.2.2	27/14	19/09/14	95 WAIG 235
	Cl. 5.2.1(a) - (b), 5.2.2	19/16	29/04/16	96 WAIG 447
	Cl. 5.2.1(a)-(b)	56/16	10/03/17	97 WAIG 268
5.3 ON CALL ALLOWANCE				
	Cl. 5.3.1	140/10	26/08/10	91 WAIG 2318
	Cl. 5.3.1	140/10	01/07/11	91 WAIG 2318

	Cl. 5.3.1	4/14	29/01/14	94 WAIG 346
	Cl. 5.3.1	27/14	19/09/14	95 WAIG 235
	Cl. 5.3.1	19/16	29/04/16	96 WAIG 447
	Cl. 5.3.1	56/16	10/03/17	97 WAIG 268
5.4 UNIFORMS AND PROTECTIVE CLOTHING				
5.5 AWAY FROM HOME AND MEAL ALLOWANCES				
	Cl. 5.5.2	140/10	26/08/10	91 WAIG 2318
	Cl. 5.5.5 (ins.)	140/10	26/08/10	91 WAIG 2318
	Cl.5.5.2	140/10	01/07/11	91 WAIG 2318
	Cl. 5.5.2	4/14	29/01/14	94 WAIG 346
	Cl. 5.5.2	27/14	19/09/14	95 WAIG 235
	Cl. 5.5.2	19/16	29/04/16	96 WAIG 447
	Cl. 5.5.2	56/16	10/03/17	97 WAIG 268
5.6 HELD AWAY FROM HOME ALLOWANCE				
5.7 FREE PASSES, PRIVILEGE TICKETS ETC				
6. LEAVE				
6.1 PUBLIC HOLIDAYS				
6.2 ANNUAL LEAVE				
6.3 ANNUAL LEAVE LOADING				
6.4 ANNUAL LEAVE LIST				
6.5 BEREAVEMENT LEAVE				
6.6 SICK LEAVE				
6.7 CARER'S LEAVE				
6.8 PARENTAL LEAVE				
6.9 LEAVE TO ATTEND UNION BUSINESS				
6.10 LONG SERVICE LEAVE				
6.11 WITNESS AND JURY SERVICE LEAVE				
6.12 CULTURAL AND CEREMONIAL LEAVE				
6.13 BLOOD AND PLASMA DONORS LEAVE				
6.14 STUDY LEAVE				
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