

**ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF)
AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary of Department of Transport (Roads and Maritime Services Group)

(Case No. 200890 of 2019)

Varied 30 November 2023

AWARD

PART A

SECTION ONE - APPLICATION AND OPERATION

1. Title

This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2019. The terms of this Award will apply to Traffic Signals Staff employed as members of the Transport Service in the RMS Group.

2. Arrangement

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PART A

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3. Definitions

- 3.1 "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

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

- 3.2 "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group.
- 3.3 "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

- 3.4 "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
- 3.5 "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.

4. Purpose of This Award

- 4.1 The main purpose of this Award is to ensure that the Transport Service, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Transport Service to achieve lasting customer satisfaction and increased productivity.
- 4.2 RMS is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- 4.3 This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

5. Area, Incidence and Duration

- 5.1 This Award will be known as the Roads and Maritime Services (Traffic Signals Staff) Award 2019.
- 5.2 This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates as members of the Transport Service in the RMS Group.
- 5.3 This Award:
- (a) Rescinds and replaces the Roads and Maritime Services (Traffic Signals Staff) Award 2017 published 9 February 2018 (382 I.G. 491).
 - (b) Comes into effect on 1 July 2019 and will remain in force until 30 June 2022.
- 5.4 Salary and allowance adjustments provided for in this Award are as follows:
- (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2019;
 - (b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2020;
 - (c) salaries will increase by 2.04% from the first pay period commencing on or after 1 July 2021;
 - (d) salaries will increase by 2.53% from the first pay period commencing on or after 1 July 2022;
 - (e) salaries will increase by 4% from the first pay period commencing on or after 1 July 2023;
 - (f) allowance items in part B table 2 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
- 5.5 The parties bound by the Award are the:
- (a) The Secretary of the Department of Transport as head of the Transport Service; and
 - (b) Electrical Trades Union of Australia, New South Wales Branch.
- 5.6 The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award.

6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act 1996*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
- 6.2 Notwithstanding subclause 6.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 6.1 will not prevent the parties from having these discussions.
- 6.3 The parties to this Award acknowledge that the intention of subclause 6.2 is to facilitate discussions during the term of the Award.
- 6.4 The terms of subclause 6.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 6.5 The terms of subclause 6.1 do not prevent the parties from taking any proceedings before the NSW Industrial Relations Commission with respect to the review of classifications in Appendix B, and determining the rates of pay associated with any proposed changes in those classifications. This subclause 6.5 will expire on 30 June 2024.
- 6.6 Variations made with the agreement of the parties are not prohibited by this clause.

7. Grievance Resolution

- 7.1 Grievance resolution
 - (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - (i) relate to a perceived denial of an entitlement
 - (ii) relate to a perceived lack of training opportunities
 - (iii) involve a suspected discrimination or harassment.
 - (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award and can be found on the Transport intranet.
 - (c) While the policy, guidelines and procedures are being followed, normal work will continue.

8. Dispute Settlement Procedure

- 8.1 Dispute settlement
 - (a) A dispute is defined as a complaint or difficulty which affects one or more staff member(s). A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
 - (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
 - (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - (i) If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to

RMS's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.

- (ii) If the issue cannot be resolved at this level, the issue must be referred to senior management.
- (iii) If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
- (iv) While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
- (v) The ETU reserves the right to vary this procedure where a safety factor is involved.

8.2 Disputes relating to Work Health and Safety

- (a) RMS and Traffic Signals Staff are committed to the *Work Health and Safety Act 2011* (NSW), and other relevant statutory requirements at all times.
- (b) When WH&S risk is identified or a genuine safety factor is the source of dispute:
 - (i) Staff have a duty to notify RMS of the risk through their Work Health and Safety Committee, and
 - (ii) To allow RMS a reasonable amount of time to respond.
 - (iii) RMS has a duty to address the issue identified, and
 - (iv) Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing RMS a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) RMS respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledges that the creation of an industrial dispute over a WH&S matter that is not legitimate is a breach under section 268 of the *Work Health and Safety Act 2011* (NSW).

9. Consultation

- 9.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the Employer, ETU and Employees.
- 9.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 9.3 Employer to Notify
 - (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the ETU.
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the 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 relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of

contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

9.4 Employer to Consult

- (a) The Employer undertakes to discuss with the Employees affected and the ETU in good faith the introduction of any change referred to in subclause 9.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the ETU in relation to the changes.
- (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 9.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the ETU, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
- (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
- (d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.
- (e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the ETU disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the ETU may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 8 of this Award.
- (f) Provisions regarding consultation in the context of contracting out are contained in Clause 36 of this award.

9.4 The parties to this award will be able to nominate representatives to attend all advisory groups created by the Roads and Maritime Service (Wages Staff) Award 2019 (as varied from time to time).

10. Anti-Discrimination

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of the Award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to effect:
 - (a) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) Offering or providing junior rates of pay to persons under 21 years of age;

- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

NOTES

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

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

This Award is made on the understanding that the salaries and conditions existing for employees at the date on which this Award takes effect shall not be reduced merely as a consequence of the coming into operation of this Award.

SECTION TWO - TERMS OF EMPLOYMENT AND RELATED MATTERS

11. Employment Categories

11.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff.
- (b) RMS will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) RMS and the ETU recognise that all Staff will perform work as specified by RMS. RMS will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. RMS's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
 - (i) they have the skills, competence, training and qualifications to undertake
 - (ii) are within the classification structure of this Award
 - (iii) do not promote de-skilling.
- (e) RMS will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by RMS with the following periods of notice dependent upon the years of "continuous service":
 - (i) up to three years' service 2 weeks' notice
 - (ii) more than three years but less than five years' service at least 3 weeks' notice

- (iii) more than 5 years' service at least 4 weeks' notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with RMS as at the date of termination.

11.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of RMS and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - (i) ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
 - (ii) appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - (i) agreed between RMS and the staff member concerned
 - (ii) set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
 - (iii) able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) RMS will notify the ETU prior to the employment of part time staff.

11.3 Promotion criteria

- (a) All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.
- (b) Selection shall be in accordance with RMS Recruitment, Selection and Appointment Procedure or equivalent.

SECTION THREE - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

12. Working Hours

12.1 A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:

- (a) a 20 day, 4 week cycle, with 19 working days of 8 hours each, and 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO"); or

- (b) a 10 day, 2 week cycle with 9 working days of 8 hours 27 minutes each, and 0.89 hours per day accrues as an entitlement to take two days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.2 A 4 day week may be implemented as an alternative to the work cycles in 12.1, if approved by management, subject to operational requirements, and if endorsed by the relevant local consultative group prior to implementation. The work cycle may be arranged as equal days of 9 hours 30 minutes each or another pattern that averages 38 hours worked per week, and will enable an entitlement to take four days off per four weeks as a Paid Accrued Day Off (ADO) which must be taken to accommodate operational requirements.
- 12.3 These hours to be worked Monday to Friday inclusive with working hours each day between 6.00am and 5.30pm.
- 12.4 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 12.5 Staff who attend RMS conferences, attend training organised by RMS or who sit for an examination on their ADO will have another day off in lieu.
- 12.6 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 12.7 By agreement with RMS an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- 12.8 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- 12.9 Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- 12.10 Staff who have either:
- (a) not worked a complete four-week cycle, or
 - (b) are regarded as not having worked a complete four-week cycle according to 12.1 above
- receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- 12.11 Staff may be required to work on their ADO for the following reasons:
- (a) to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
 - (b) because of unforeseen delays to a particular project (or part)
 - (c) emergency or other unforeseen circumstances on a project.
- 12.12 Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
- (a) given at least five (5) working days notice of the change
 - (b) not paid penalty payments
 - (c) permitted to take an alternate day off in the work cycle

12.13 Staff required to work on their ADO without the notice period outlined in subclause 12.12 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

12.14 Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.

12.15 The conditions in 12.4 - 12.12 above also apply to continuous shift workers.

12.16 Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

12.17 Changes to work cycles

- (a) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal working week as set out in subclause 12.1 or return to the normal working week set out in subclause 12.1, RMS will engage in a consultation process in accordance with clause 8 (Dispute Settlement Procedure).
- (b) In addition to any obligation on the parties to consult as set out in clause 8 (Dispute Settlement Procedure), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
- (c) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 8.1 (Dispute Settlement).
- (d) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial Relations Commission. For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.
- (e) Subclause 12.17 will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.

12.18 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Table 2 of Part B.
- (e) Employees who are on-call are not entitled to a disturbance allowance.
- (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

13. Shift Work

13.1 General

- (a) For the purpose of this clause:
 - (i) "Afternoon shift" means a shift on which ordinary time finishes after 6.00pm and at or before midnight
 - (ii) "Night shift" means a shift on which ordinary time finishes after midnight and at or before 8.00am commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
 - (i) at change of shifts when a minimum of 8 hours will be allowed, or
 - (ii) in cases of unavoidable necessity.
- (c) If RMS instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
 - (i) paid double time until they are released from duty
 - (ii) entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
 - (i) for the purpose of changing shift rosters
 - (ii) where shift workers do not report for duty and day workers or shift workers are required to replace them
 - (iii) where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
 - (i) between 11.00pm and 12.00 midnight Friday
 - (ii) between 12.00 midnight Sunday and 7.00am Mondayis paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) "Sunday time" is:
 - (i) time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday

- (ii) paid at double time rate.
- (h) "Saturday time" is:
 - (i) time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday
 - (ii) paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).
- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

13.2 Short term shiftwork of up to 2 weeks duration for construction or maintenance works

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:
 - (i) Sunday to Thursday inclusive, or
 - (ii) Monday to Friday inclusive.
- (c) Working hours and payment for shifts are:
 - (i) Single shifts:
 - no longer than 8 hours, and
 - paid at time and a half.
 - (ii) Single shifts are worked after 6:00 pm and finish before 6:00 am.
 - (iii) For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.
 - (iv) For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday
 - (v) Two shifts: - worked between 6.00 am and midnight or as agreed with RMS, and
 - paid at time and a quarter
 - (vi) Three shifts: - with the third (night) shift being seven hours and 17 minutes
 - paid at time and a quarter.
- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in subclause 13.2 (c)(iv) will be paid at ordinary shift rates

- (ii) Sunday shifts referred to in subclause 13.2 (c)(iii) will be paid at ordinary shift rates after midnight Sunday.
- (g) If staff work a shift of less than five continuous days and:
 - (i) it is not due to the actions of staff they will be paid overtime rates
 - (ii) it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - (i) arrangements for ADOs during the 20 shift cycle
 - (ii) accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless RMS requires a staff member to work in emergencies.

14. Overtime

14.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) Overtime will be paid at the following rates:
 - (i) first two hours
 - time and a half
 - (ii) after the first two hours
 - double time
 - (iii) all work on Saturday
 - time and a half for the first two hours and

- double time after the first two hours
- (iv) all work on Sunday
 - double time
- (v) all work on a public holiday
 - double time and a half
- (e) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (f) Overtime is not payable for:
 - (i) any period of work that is less than a quarter of an hour
 - (ii) time taken as a meal break (except as provided for in 13.1(j))
 - (iii) time spent travelling outside normal hours.
- (g) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
 - (i) the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - (ii) leave in lieu is taken at the convenience of RMS
 - (iii) leave in lieu is taken in multiples of a quarter of a day
 - (iv) the maximum period of the leave in lieu for a single period of overtime is one day
 - (v) leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
 - (vi) Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (h) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit RMS. Such activities may include:
 - (i) conferences of professional bodies
 - (ii) lectures conducted by educational institutions
 - (iii) self-nominated training activities.
- (i) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
 - (i) 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - (ii) a similar time allowance for each additional 4 hours of overtime worked.
 - (iii) To qualify for the above allowance staff must continue to work after their allowed break.
 - (iv) Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.

- (j) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (k) RMS may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to the staff member's health and safety;
 - (ii) the staff member's personal circumstances including any family and carer responsibilities
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by RMS regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.

14.2 Call-outs

- (a) Staff recalled to work overtime:
 - (i) having ceased normal duty (whether notified before or after leaving the premises)
 - (ii) are paid for a minimum of four hours work at the appropriate rate for each time they are recalled
 - (iii) will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.
 - (iv) within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.
- (b) Subclause 14.2(a) does not apply where:
 - (i) it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours
 - (ii) the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in subclause 14.3 below.
- (d) Despite 14.2(c), where a staff member:
 - (i) is called out on two or more occasions, and each recall is less than three hours duration, and the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work, the staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest. ***Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy***
 - (ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

- (iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.
- (iv) Should RMS not be able to grant the staff member additional rest time in accordance with subclause 14.2(d)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause subclause 14.3 comes into operation.

14.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":
 - (i) for the purpose of changing shift rosters
 - (ii) where a shift worker does not report for duty
 - (iii) where the shift worked by arrangement between staff.

SECTION FOUR - WAGES, ALLOWANCES AND RELATED MATTERS

15. Compensatory Travel Leave and Payments

- 15.1 Staff are entitled to claim ordinary time payment or compensatory leave (if RMS approves) when RMS directs them to travel in connection with official business:
 - (a) to and/or from somewhere other than their normal headquarters
 - (b) outside normal working hours.
- 15.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 15.3 Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:
 - (a) the normal time for the trip from home to headquarters and return is deducted from travelling time
 - (b) periods of less than ¼ hour on any day are disregarded
 - (c) travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided
 - (d) travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport
 - (e) travelling time does not include travelling for a permanent transfer which:
 - (i) has increased salary

- (ii) is for disciplinary reasons
 - (iii) is made at the staff member's request.
 - (f) travelling time does not include travel by ship on which meals and accommodation are provided.
- 15.4 When a staff member qualifies for the benefit of Travelling Time, necessary waiting time is to be counted as Travelling Time calculated as follows:-
- (a) Where no overnight stay is involved:
 - (i) 1 hour shall be deducted from the time of arrival and the commencement of work.
 - (ii) 1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.
 - (b) Where overnight accommodation is provided:
 - (i) Any time from the completion of arrival until the time of departure shall not count as travelling time unless
work is performed on the day of departure
waiting time less one hour shall be allowed.
 - (ii) Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

16. Salaries

- 16.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- 16.2 For the purposes of this Award:
- (a) the weekly rate will be calculated by dividing the annual salary by 52.17857
 - (b) the hourly rate will be calculated by dividing the weekly rate by 38.
 - (c) the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

17. Minimum and Maximum Payments

- 17.1 Staff who attend for duty and:
- (a) who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required
 - (b) who commence work shall receive 7 hours pay.

18. Incremental Progression

- 18.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- 18.2 RMS may withhold an increment or reduce a staff member's salary on the basis of the staff member's:

- (a) inefficiency
 - (b) misconduct in an official capacity.
- 18.3 RMS will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- 18.4 Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

19. Higher Duties Relief

- 19.1 When RMS has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- 19.2 If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
- (a) be paid the next higher rate of pay for the position
 - (b) be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non-continuously.
- 19.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 19.4 All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- 19.5 If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- 19.6 Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

20. Salary and Grade Appeals

- 20.1 Staff may apply to RMS, through their Branch/Section Manager, for an:
- (a) increase in salary in excess of the rate of salary provided in this Award
 - (b) alteration in the grade to which the staff member is appointed.
- 20.2 Staff may appeal to RMS if they:
- (a) are dissatisfied with a decision of RMS
 - (i) in respect of the staff member's salary or grade
 - (ii) in respect of any other matter under Part 7 of the Industrial Relations Act 1996 (NSW)
 - (b) do not exercise their rights before the Industrial Relations Commission by forwarding a Notice of Appeal to RMS within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- 20.3 RMS will hear the appeal and allow the staff member to either:

- (a) attend the appeal and present the case, or
- (b) arrange for their representative to present the case.

21. Allowances and Expenses

21.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award.
 - (i) breakfast
 - when RMS requires them to start travelling at or before 7.00am. and return after 9.00 am.
 - (ii) an evening meal
 - when the RMS requires them to travel before 6.30pm and return is after 6.30pm.
 - (iii) lunch
 - when, due to the journey, travel commences before 1 pm and return is after 2pm
- (b) The allowances will not be paid to staff unless:
 - (i) travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
 - (ii) other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when:
 - (i) on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
 - (ii) a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

21.2 Meals on overtime

- (a) A meal allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:
 - (i) for longer than one and half hours
 - (ii) for working each additional four hours
- (b) When recalled to work a meal allowance will be paid:
 - (i) after working four hours

- (ii) after each additional four hours worked.
- (c) When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

21.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RMS business, under no circumstances can they be required to do so.
- (b) Staff may use their private motor vehicle on official RMS business only if:
 - (i) there is no RMS vehicle, or public or other transport available and
 - (ii) the use of the private motor vehicle is essential for the economic performance of the staff member's duties
 - (iii) the use is authorised in advance.
- (c) Staff will be paid the:
 - (i) RMS business rate
 - for use of a private vehicle on RMS business
 - (ii) Specified journey rate
 - for use of private vehicle for transport to a temporary work location
 - for the approved use of a private vehicle on RMS business when a RMS vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.
- (d) The rates of motor vehicle allowances will be published separately by RMS.
- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

21.4 Residential course allowances

- (a) Staff who attend residential courses are entitled to allowances.

21.5 Lodging and travelling allowances

- (a) If RMS requires staff to journey away from their headquarters and stay overnight at a place other than home, RMS may:
 - (i) elect to arrange and pay for the accommodation direct to the accommodation provider and;
 - (ii) Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and Expenses" of Part B "Monetary Rates" of this Award, or
 - (iii) elect to pay actual and reasonable expenses, or
 - (iv) elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.

- (c) In all circumstances staff must be given prior approval to travel.

21.6 Fares to temporary work location

- (a) Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

21.7 Relocation expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RMS Director, this does not apply to staff who relocate:
 - (i) at their own request within two years of starting duty at their previous headquarters
 - (ii) to a new headquarters within 34 km of their previous headquarters
 - (iii) due to official misconduct
 - (iv) at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
 - (i) travel and temporary accommodation on relocation
 - (ii) temporary accommodation at the new headquarters
 - (iii) removal or storage of furniture and effects
 - (iv) conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
 - (v) rental subsidy for increased rental costs at the new location
 - (vi) education costs for dependent children
 - (vii) relocation costs on a staff member's retirement
 - (viii) relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

22. Provision of Tools

- 22.1 The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)

Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

SECTION FIVE - LEAVE AND PUBLIC HOLIDAYS

23. Public Holidays

23.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Sovereign's Birthday
- (i) Labour Day
- (j) Christmas Day
- (k) Boxing Day
- (l) Proclaimed state public holidays

23.2 If the holiday falls on a weekend, no additional payment will be made unless RMS requires staff to work on that day. For further details, refer to clause 13, Shiftwork and clause 14, Overtime.

23.3 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:
 - (i) proclaimed (gazetted)
 - (ii) locally agreed.
- (b) Recreation leave and study leave may be taken in conjunction with local public holidays.

23.4 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

24. Annual Leave

- 24.1 Annual leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- 24.2 Leave is granted at the discretion of RMS.
- 24.3 The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- 24.4 Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- 24.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.
- 24.6 RMS may direct staff to take leave for which they are eligible, provided that:
 - (a) RMS gives the staff member at least four weeks' notice of the starting date of the leave.
 - (b) as far as practicable, RMS takes the staff member's wishes into account when fixing the time for the leave.
- 24.7 Employees entitled to accrue up to five days additional annual leave per annum in accordance with subclause 24.4 can cash out the monetary value of the additional leave once in any twelve month period.

25. Long Service Leave

25.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years' service recognised by RMS, are entitled to long service leave of:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RMS, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in (b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with RMS, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with RMS.

- (h) Prior service with other NSW Government bodies may also be recognised by RMS in accordance with Part Three, Division 2 and Schedule 2 of the Government Sector Employment Regulation 2014.
- (i) Nothing in paragraphs (g) or (h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

25.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
 - (i) any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
 - (ii) any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with RMS, or as recognised in accordance with subclauses 25.1 (g) and (h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
 - (i) military service (e.g. Army, Navy or Air Force);
 - (ii) major interruptions to public transport;
 - (iii) periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with subclauses 25.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

25.3 Taking of long service leave

- (a) Subject to RMS approval, staff may take long service leave:
 - (i) at a time convenient to RMS;
 - (ii) for a minimum period of one hour;
 - (iii) at full pay, half pay or double pay.
- (b) If staff take leave at double pay:
 - (i) the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) the additional payment is made to staff as a taxed, non-superable allowance;
 - (iii) all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (c) If staff take leave at half pay:
 - (i) the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;

- (ii) recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;
 - (iii) all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.
- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
 - (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years
 whichever is the greater.
 - (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
 - (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
 - (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

25.4 Sick leave while on long service leave

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - (i) the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, RMS will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

25.5 Public Holidays while on long service leave

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

25.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.

- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - (i) by RMS for any reason other than serious and intentional misconduct; or
 - (ii) by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event (c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign and immediately commence employment in another government sector agency or in a related government agency may be entitled to have their existing long service leave accrual recognised by their new employer pursuant to Schedule 2 of the Government Sector Employment Regulation 2014.

26. Sick Leave

26.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
 - (i) that they are unable to attend work,
 - (ii) the nature of their illness or incapacity; and
 - (iii) the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section.
- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to RMS in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if RMS is satisfied that the reason for the absence is genuine.
- (h) If RMS is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by RMS based on the medical advice received.

- (ii) If sick leave is not granted, RMS will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (i) RMS may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in subclause 26.1 removes the right of RMS to request medical certificates for single day absences where required or from referring the staff member for an independent medical assessment for other reasons as prescribed in RMS's Sick Leave Procedures - Fitness to Continue Assessment or equivalent.

26.2 Additional Special Sick Leave

- (a) Staff are eligible for additional special sick leave if they:
 - (i) have at least ten years' service recognised by RMS
 - (ii) have been or will be absent for more than three months, and
 - (iii) have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
 - (i) one calendar month additional special sick leave for each ten years of service; and
 - (ii) an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

27. Family and Community Service Leave

27.1 Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause 27.2. RMS may also grant leave for the purposes as outlined in subclause 27.3. Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

27.2 Such unplanned and emergency situations may include, but not be limited to, the following;

- (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

27.3 Family and Community Service Leave may also be granted for;

- (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

27.4 Family and community service leave shall accrue as follows;

- (a) 2½ days (19 hours) in the staff member's first year of service;
- (b) 2 ½ days (19 hours) in the staff member's second year of service; and
- (c) One day (7.6 hours) per year thereafter.

27.5 Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

27.6 Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

27.7 For the purposes of this subclause, 'family' means a staff member's:

- (a) spouse;
- (b) de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or defacto spouse);
- (g) same sex partner who they live with as a defacto partner on a bona fide domestic basis; or
- (h) relative who is a member of the same household where, for the purposes of this definition -
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

27.8 Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.

27.9 Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) Accrued recreation leave
- (b) Leave without pay

- (c) Time off in lieu of payment for overtime
- (d) Make up time.

27.10 Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.

27.11 A staff member appointed to RMS who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

28. Parental Leave

28.1 Definitions

For the purpose of this clause:

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

28.2 Unpaid Parental Leave

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

28.3 Paid Parental Leave

- (a) An Employee who has or will have completed not less than 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth) is entitled to up to 14 weeks Paid Parental Leave, provided the Employee has or will have Primary Responsibility for the care of their child (or children) at the time of birth, adoption or surrogacy birth.
- (b) Paid Parental Leave must be taken within 12 months from the date of birth, adoption or surrogacy birth, pregnant Employees may commence leave up to 9 weeks prior to the date of birth.
- (c) Paid parental leave may be taken at full pay, half pay or as a lump sum.
- (d) Where the pregnancy ends, not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiates their date of return to work with the Employer.

28.4 Paid Other Parent Leave

An Employee who has at least 40 weeks continuous service (at the time of the birth, adoption or surrogacy birth, irrespective of when the Employee elects to take the paid leave under this clause) and

who will not have Primary Responsibility for the care of their Child at the time of the birth, adoption or surrogacy birth, is entitled to:

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

28.5 Simultaneous Unpaid Parental Leave

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

28.6 Special Pre-Term Parental Leave

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

28.7 Miscarriage Leave

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

28.8 Special Adoption Leave

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

28.9 Subsequent Parental Leave – rate of pay

An Employee who commences a subsequent period of parental leave (associated with the birth, adoption, or altruistic surrogacy) for another child within 24 months of commencing an initial period of maternity, adoption or altruistic surrogacy leave will be paid:

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

28.10 Alternate Duties

- (a) If, for any reason, a pregnant Employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the Secretary, should, in consultation with the Employee, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- (b) If such adjustments cannot reasonably be made, the Employee may elect, or the Employer may require the Employee to commence Maternity Leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

28.11 Communication during Parental Leave

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

28.12 Right to Request

- (a) An Employee who has taken parental leave in accordance with this clause may make a request to the Employer to:
 - (i) Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider all requests made under this clause having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.

28.13 Return to Work

- (a) An Employee has the right to their former position if they have taken paid or unpaid parental leave and they resume duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of paid or unpaid parental leave has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

28.14 Evidence Requirements

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

29. Domestic and Family Violence

29.1 General Principle

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

29.2 Definition of Domestic and Family Violence

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

29.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to subclause (ii) respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 29.5 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;

- (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 29.6, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
- (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

29.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
 - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
 - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
 - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organise alternative care or education arrangements for their children,
 - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,

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

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

29.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
- (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 29.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

29.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a ‘needs to know’ approach to any communications regarding the Employee’s experience;
 - (ii) not store or include any information about the following matters on the Employee’s personnel file or payslip:
 - A the Employees experience of domestic or family violence
 - B leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C support provided by the Employer (under clause 29.5 or otherwise).
- (c) Any information regarding an Employee’s experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 29.4, 29.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer’s commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.
- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause (d), the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

29.7 When approving leave the Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

- (a) an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
- (b) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
- (c) a medical certificate.

30. Study and Examination Leave

30.1 Staff are entitled to paid study leave if they are studying a course which:

- (a) is appropriate to their present classification, or
- (b) provides progression or reclassification opportunities relevant to RMS.

30.2 Study leave will be granted on the following basis:

- (a) face-to-face students:

- (i) half an hour for every hour of lectures, up to a maximum of four hours per week, or
 - (ii) 20 days per academic year, whichever is the lesser
- (b) correspondence students:
- (i) half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or
 - (ii) 20 days per academic year, whichever is the lesser.
- 30.3 To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:
- (a) five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination
 - (b) half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

31. Military Leave

- 31.1 Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:
- (a) military forces:
 - (i) 14 calendar days annual training
 - (ii) 14 calendar days instruction school, class or course
 - (b) naval forces:
 - (i) 13 calendar days annual training
 - (ii) 13 calendar days instruction school, class or course
 - (c) air force:
 - (i) 16 calendar days annual training
 - (ii) 16 calendar days instruction school, class or course
 - (d) an additional grant of up to four calendar days for additional obligatory training.

32. Special Leave

- 32.1 Staff will be granted special leave for jury service.
- 32.2 In accordance with RMS Policy and Procedures regarding Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:
- (a) transfer

- (b) as a witness when called or subpoenaed by the Crown
- (c) emergency volunteers
- (d) emergency or weather conditions
- (e) trade union activities/training
- (f) ex-armed services personnel: Medical Review Board etc.
- (g) National Aborigines' Day
- (h) miscellaneous:
 - (i) the employees own graduation ceremonies
 - (ii) returning officer
 - (iii) local government - holding official office
 - (iv) superannuation seminars
 - (v) naturalisation
 - (vi) bone marrow donors
 - (vii) exchange awards - Rotary or Lions
 - (viii) professional or learned societies

33. Leave Without Pay

- 33.1 Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

SECTION SIX - OTHER CONDITIONS

34. Deduction of Union Membership Fees

- 34.1 The ETU shall provide RMS with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- 34.2 The ETU shall advise RMS of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to RMS at least one month in advance of the variation taking effect.
- 34.3 Subject to 35.1 and 35.2 above, RMS shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised RMS to make such deductions.
- 34.4 Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- 34.5 Unless other arrangements are agreed to by RMS and the ETU, all union membership fees shall be deducted on a fortnightly basis.

- 34.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

35. Contracting Out

35.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

35.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work (subject to Government Approval) relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

35.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 36.3(b) above.

35.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 8 of this Award.

37. Local Arrangements

- 36.1 Local arrangements may be negotiated between RMS and relevant Union in relation to any matter contained in this Award.

36.2 All local arrangements negotiated between RMS and the relevant Union must:

- (a) be approved in writing by RMS;
- (b) be approved in writing by the Secretary of the relevant Union; and
- (c) be contained in a formal document including, but not limited to, an agreement made under section 68K (2) of the *Transport Administration Act 1988* (NSW).

- 36.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

PART B

MONETARY RATES

Table 1 - Salary Increases

Classification		Current annual salary (\$pa)	Rates inclusive of 2.53% ffppoa 1/7/2022 (\$pa)	Rates inclusive of 4% ffppoa 1/7/2023 (\$pa)
Grade 4	Year 1	73,669	75,533	78,554
	Year 2	76,559	78,496	81,636
	Year 3	79,567	81,580	84,843
Grade 5	Year 1	82,304	84,386	87,761
	Year 2	84,960	87,109	90,593
	Year 3	86,494	88,682	92,229
Grade 6	Year 1	88,393	90,629	94,254
	Year 2	91,074	93,378	97,113
	Year 3	94,057	96,437	100,294
Grade 7	Year 1	96,231	98,666	102,708
	Year 2	99,721	102,244	106,334
	Year 3	101,657	104,229	108,398
Grade 8	Year 1	105,590	108,261	112,591
	Year 2	109,872	112,652	117,158
	Year 3	113,305	116,172	120,819

Table 2 - Allowances and Expenses

* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	Current Rates	From the first full pay period on or after 1 July 2023 Amount \$
12.18	On Call Allowance		\$92 per day (Mon – Fri) \$136 per day (Sat, Sun & P. Hol)
21.1 (a) & (c)	Meal on journeys that do not require Overnight accommodation Meal allowance	35.25	36.72*
21.2 (a)	Meals on overtime Meal allowance	31.95	33.25*
21.5 (a)(ii)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	25.75 29.35 50.65 20.40	26.80* 30.60* 52.75* 20.40*

APPENDIX A

WORKPLACE REFORM

A1. Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for RMS's business principles and practices to ensure the most efficient utilisation of resources, by adopting RMS's business rules and by developing achievable performance and productivity measurement targets.

A2. Process Improvement

RMS, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

- (a) monitor the development and implementation of process improvement at the directorate and regional level
- (b) provide appropriate updates, reports and recommendations to the SBU.

A3. Competency Based Training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

- (a) acknowledgement of skills held
- (b) developing a more highly skilled and flexible workforce
- (c) providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities
- (d) ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity
- (e) removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RMS organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A4. Performance Planning and Feedback

RMS will implement a performance planning and feedback scheme that applies to all Staff and is:

- (a) implemented in consultation with the ETU that will link performance in the work place with the goals of RMS, its regions and work units
- (b) supported by appropriate training
- (c) evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.

The parties are committed to:

- (a) ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff
- (b) clearly defining expectations for each team and staff member against the agreed goals of RMS and productivity standards
- (c) ensuring each team and staff member clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals
- (d) obtaining feedback from teams and Staff on RMS's work practices, management practices and possible innovations
- (e) encouraging teams and Staff to participate in their work unit's decision making process.

A5. Conditions of Employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
 - (i) developed and implemented in consultation with the ETU to link performance in the work place with the goals of RMS
 - (ii) evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
 - (i) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

- (ii) review and rationalise administrative procedures
- (iii) reduce and update documentation
- (iv) ensure, where possible, consistent working conditions for all Staff
- (v) provide opportunities for all Staff to better manage their working and personal lives
- (vi) review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A6. Work Environment

(a) Work Health and Safety

RMS is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- (i) implementation of appropriate health and safety practices and procedures
- (ii) appropriate management policies and practices
- (iii) the active and constructive involvement of all Staff; and
- (iv) management and staff member representatives participation on safety committees.

RMS and Staff will seek to comply with the *Work Health and Safety Act 2011 (NSW)* and other relevant statutory requirements at all times.

RMS will encourage Staff to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

(b) Equality of employment

RMS is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

RMS is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to RMS's policy and guidelines for a harassment free workplace as set out in the Human Resources Manual.

A7. Contractors' Protocol

Where work is to be carried out by contract, including sub-contract, RMS will:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic

control procedures and RMS's quality standards and the provisions set out in clause A6, Work environment.

- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, as set out in clause A6 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A8. Spread of Hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of RMS's traffic signals undertakings. Such considerations may include:

- (a) Work Health and Safety issues;
- (b) quality of working life;
- (c) recognition of family responsibilities;
- (d) shift work patterns;
- (e) adequate remuneration for Staff who undertake shift work;
- (f) rostering arrangements; and
- (g) programmed overtime.

A9. Austel Licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

APPENDIX B

CLASSIFICATIONS

Traffic Signals Group

- (a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Employer, or on appointment by the Employer.

Duties: Assist a more senior Technician as required.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

- (b) RMS Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a team.

Duties (typical):

- (i) In charge of a team / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction/Reconstruction

Miscellaneous activities.

(ii) Member of a team engaged in development, maintenance or repair of traffic signal equipment.

(iii) Tasks might include:-

Supervision and control of other employees

Assisting a trades person in a team where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of electronic assemblies, etc.

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

Desirable: Demonstrated knowledge of traffic control equipment

(c) RMS Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a Grade 5 technician. Supervision of the work of other trades persons would be required.

Duties:

(i) In charge of a team where the size of a team or complexity of work is such that appointment of a Grade 5 technician is considered inappropriate.

(ii) Engaged in traffic systems work.

(iii) Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

(iv) Typical tasks would include those listed of grade 5 level, and where additional complexity exists.

Essential: Possession of current NSW electrician's licence or equivalent certification and Current Motor Vehicle License

Desirable: Demonstrated complex knowledge of traffic control equipment and systems

(d) Leading Technician Grade 7

This level of technician is expected to provide leadership for a group of traffic signal technicians engaged on such work. The leading technician is expected to maintain a high degree of technical knowledge and

to impart skills as necessary to other personnel, by formal or informal means. The Leading Technician will provide expert advice and be responsible for the repair, testing and preparation of traffic signal equipment and other electrical and electronic technologies, e.g. traffic control signals, variable message signs, traffic monitoring units.

Duties:

- (i) Provide technical advice and support to the Traffic System Supervisor/Project Engineer/ Works Manager.
- (ii) Guide and co-ordinated the work of a group of traffic signals technicians.
- (iii) Monitor fault records of equipment to be repaired by the group/manufacturers so as to assist in identification of fault patterns.
- (iv) Organise Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- (v) Monitor field repairs and provide feedback and advice to technical staff
- (vi) Preparation and testing of controller personalities against design plans.
- (vii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.
- (viii) Supervise the work of contractors as required
- (ix) Supervise repairs and installation of communications network
- (x) Liaison with Network Operations on adaptive engineering matters.

Essential: Criteria will include possession of Current Electrical Supervisor Certificate or equivalent certification and Current Motor Vehicle License..

Progression up to 3rd year is subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Traffic Systems Supervisor Grade 8

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The Traffic Systems Supervisor provides the link between management and field staff, deputising for management where required. The Traffic Systems Supervisor is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The Traffic Systems Supervisor is accountable for the quality and quantity of work performed. The Traffic Systems Supervisor will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, e.g. traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

- (i) Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.
- (ii) Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

- (iii) Supervise the work of contractors as required.
- (iv) Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.
- (v) Acceptance testing and quality control duties.

Essential: Criteria will include possession of Current Electrical Supervisor Certificate or equivalent certification and Current Motor Vehicle License

Desirable: Post-Trade level qualification relevant to the current classification.

Progression up to 3rd year is subject to satisfactory staff reports and attendance at prescribed seminars, workshops

(f) General

- (i) Incremental progression to be subject to satisfactory service.
- (ii) Duties of particular positions to be determined within the broad guidelines provided above and having regard to Role Descriptions or equivalent document.
- (iii) The requirement for a Traffic Systems Supervisors to keep up-to-date would be satisfied by attendance at seminars, workshops, etc., for which Traffic Systems Supervisors, Leading Technicians and Grade 6 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.