

ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

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 2017. The terms of this Award will apply to Traffic Signals Staff employed as members of the Transport Service in the RMS Group.

2. Arrangement

Clause No.	Subject Matter
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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 Roads and Maritime Services, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Roads and Maritime Services Authority 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 2017.
- 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 will remain in force for a period of two (2) years from 1 July 2017, and rescinds and replaces the Roads and Maritime Services (Traffic Signals Staff) Award 2015 published 18 June 2015 as varied.
- 5.4 Staff covered by this Award will receive a 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2017, and a further 2.5% increase in base rates of pay operative from the first full pay period to commence on or after 1 July 2018.
- 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 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, 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 2019 by a party to this Award.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

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.
- (c) The Grievance Resolution Procedure is detailed in Appendix B.
- (d) 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. Anti Discrimination

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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

10. Employment Categories

- 10.1 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 year's service 2 weeks notice
 - (ii) more than three years but less than five year's 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.

10.2 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.

10.3 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

11. Working Hours

- 11.1 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
 - (b) Monday to Friday inclusive
 - (c) 19 working days of 8 hours each
 - (d) working hours each day between 6.00am and 5.30pm.
- 11.2 The commencing times operating at the various RMS offices at the time of implementing this clause shall not be changed without consultation with staff.
- 11.3 For each day worked 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").
- 11.4 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.
- 11.5 Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- 11.6 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.
- 11.7 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.
- 11.8 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.
- 11.9 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 11.1 abovereceive 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.
- 11.10 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.

11.11 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

11.12 Staff required to work on their ADO without the notice period outlined in subclause 11.11 and who are not provided with an alternate day off will be paid at Saturday overtime rates.

11.13 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.

11.14 The conditions in 11.2 - 11.11 above also apply to continuous shift workers.

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

11.16 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 11.1 or return to the normal working week set out in subclause 11.1, 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 11.16 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. Shift Work

12.1 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.

12.2 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 12.2 (c)(iv) will be paid at ordinary shift rates
 - (ii) Sunday shifts referred to in subclause 12.2 (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.

13. Overtime

13.1 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) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) 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
- (f) 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.
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) 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.

13.2 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 13.2(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 13.3 below.
- (d) Despite 13.2(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.
 - (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 13.2(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 13.3 comes into operation.

13.3 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

14. Compensatory Travel Leave and Payments

- 14.1 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.
- 14.2 Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.
- 14.3 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.
- 14.4 Staff are entitled to claim waiting time 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.

15. Salaries

15.1 For a detailed list of the salaries of staff, refer to Part B, Monetary rates.

15.2 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.

16. Minimum and Maximum Payments

16.1 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.

17. Incremental Progression

17.1 Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.

17.2 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.

17.3 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.

17.4 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.

18. Higher Duties Relief

18.1 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

18.2 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.

- 18.3 Periods of relief of less than 5 working days shall not be counted in the above.
- 18.4 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.
- 18.5 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.
- 18.6 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.

19. Salary and Grade Appeals

- 19.1 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.
- 19.2 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.
- 19.3 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.

20. Allowances and Expenses

- 20.1 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.

20.2 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.

20.3 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).

20.4 Residential course allowances

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

20.5 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.

20.6 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.

20.7 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).

21. Provision of Tools

21.1 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

22. Public Holidays

22.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) Anzac Day
- (g) Queen's Birthday

- (h) Labour Day
- (i) Christmas Day
- (j) Boxing Day
- (k) Proclaimed state public holidays

22.2 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 12, Shiftwork and clause 13, Overtime.

22.3 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, study leave and flexible leave may be taken in conjunction with local public holidays.

22.4 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.

23. Annual Leave

23.1 Annual leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.

23.2 Leave is granted at the discretion of RMS.

23.3 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.

23.4 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.

23.5 Staff shall wherever practicable, take their annual leave within six months of it becoming due.

23.6 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. Long Service Leave

24.1 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.

24.2 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 24.1 (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 24.1 (g) and (h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

24.3 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 yearswhichever 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.

24.4 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.

24.5 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.

24.6 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.

25. Sick Leave

25.1 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 25.1 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.

25.2 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.

26. Family and Community Service Leave

- 26.1 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 26.2. RMS may also grant leave for the purposes as outlined in subclause 26.3. 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.

26.2 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;

26.3 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.

26.4 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.

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

26.6 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.

26.7 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.

- 26.8 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.
- 26.9 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.
- 26.10 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.
- 26.11 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.

27. Maternity Leave

- 27.1 Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- 27.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth
 - (b) up to 12 months after the actual date of birth
- 27.3 Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
- (a) fourteen weeks at full pay or
 - (b) 28 weeks at half pay or
 - (c) a combination of the two options above
- 27.4 The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.

- 27.5 The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 27.6 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate 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 staff member 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 staff member has not reduced their hours.
- 27.7 Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- 27.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 27.9 Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

28. Adoption Leave

- 28.1 Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- 28.2 Adoption leave starts from the date of taking custody of the child.
- 28.3 Unpaid adoption leave is available to all permanent staff and may be taken as:
- (a) short adoption leave, being three weeks on leave without pay
 - (b) extended adoption leave:
 - (i) up to 12 months on leave without pay
 - (ii) including any short or paid adoption leave
- 28.4 Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay or;
 - (c) a combination of the two options above
- 28.5 The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- 28.6 Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- 28.7 Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.

- 28.8 Staff who receive payment under this clause are not entitled to any payment under clause 29 Parental Leave.
- 28.9 A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate 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 staff member 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 staff member has not reduced their hours.
- 28.10 Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

29. Parental Leave

- 29.1 Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- 29.2 Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
- (a) one week at full ordinary pay; or
 - (b) two weeks at half ordinary pay
- the remainder of the requested leave being unpaid leave.
- 29.3 Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in subclause 29.2.
- 29.4 Parental leave approved by RMS may be taken as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.
- 29.5 Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.
- 29.6 Communication during Maternity, Adoption and Parental Leave
- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) 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 maternity, adoption or parental leave.

- (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.
- (b) The employee shall take reasonable steps to inform RMS about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or 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.
- (c) The employee shall also notify RMS of changes of address or other contact details which might affect RMS's capacity to comply with subclause 29.6(a).

29.7 Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that RMS allow the employee:
 - (i) to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.
- (b) RMS shall consider the request 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 RMS's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and RMS's decision made under subclause 29.7(a) must be recorded in writing.
- (d) Request to return to work part-time
 - (i) Where an employee wishes to make a request under subclause 29.7(a)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

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 34.1 and 34.2 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 35.3(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.

36. 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 68D 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		Rates inclusive of 2.5% ffppoa 1/7/2017 (\$pa)	Rates inclusive of 2.5% Ffppoa 1/7/2018 (\$pa)
Grade 4	Year 1	67 041	68 717
	Year 2	69 671	71 413
	Year 3	72 409	74 219
Grade 5	Year 1	74 901	76 773
	Year 2	77 316	79 249
	Year 3	78 713	80 681
Grade 6	Year 1	80 441	82 452
	Year 2	82 880	84 952
	Year 3	85 596	87 736
Grade 8	Year 1	96 091	98 493
	Year 2	99 988	102 487
	Year 3	103 112	105 690

Table 2 - Allowances and Expenses

* To be updated in accordance with the Treasury Circular 16/10

Clause	Description	\$
20.1 (a) & (c)	Meal on journeys that do not require overnight accommodation	
	Meal allowance	31.13*
20.2	Meals on overtime	
	Meal allowance	31.13*
20.5 (a)(ii)	Lodging and travelling allowances	
	Breakfast	22.70*
	Lunch	25.95*
	Evening meal	44.75*
	Incidentals	18.70*

Note: The figures above are based on Treasury Circular; Review of Meal, Travelling and other Allowances. Figures in this table are subject to change in accordance with increases as advised from time to time by PSIR.

APPENDIX A - WORKPLACE REFORM

A1 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A1.1 RMS's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RMS management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

- (a) a consistent approach
- (b) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames
- (c) the achievement of sustainable and measurable productivity improvements.

A1.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of RMS's workplace reform agenda items.

Project teams will be under the managerial control of RMS Project Manager and will include both RMS and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A1.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A1.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RMS nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of RMS's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A1.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:

- (i) be chaired (to be shared) by the ETU and RMS staff representatives
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
 - (e) Nominated representatives and group members will have relevant training to assist them in their roles.
 - (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A2 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.

A3 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.

A4 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.

A5 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.

A6 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.

A7 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.

A8 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 A7, 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 A7 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.

A9 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.

A10 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A11 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A12 Austel licence

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

APPENDIX B - GRIEVANCE RESOLUTION PROCEDURE

SECTION A INTRODUCTION

1 Why is this procedure required and who is it for?

Roads and Maritime Services values the contribution of all staff to the achievement of our business objectives. The Grievance Resolution Procedure provides guidance to all managers and staff on how to raise and address work-related concerns and grievances promptly, impartially and confidentially. This procedure and process may be used by:

- staff to address work-related concerns and grievances with other staff, and
- managers to resolve work-related concerns and grievances between staff.

The Grievance Resolution Procedure does not cover matters relating to:

- work health and safety or compensation [refer — Work Health and Safety Manual]
- poor performance issues [refer — Managing Unsatisfactory Performance and Conduct Procedure]
- fraud, corruption, maladministration or serious or substantial waste of resources [refer — Corrupt Conduct and Maladministration Prevention Policy and PN 017]
- misconduct and disciplinary issues [refer — Discipline Policy], or
- personal non-work related concerns or grievances.

This procedure applies to all staff of Roads and Maritime Services, labour hire personnel and professional service contractors.

Read this procedure in conjunction with the Workplace Professionalism and Conduct Policy.

2 Definitions

Term	Definition
Grievance	A clear statement by a staff member of a work-related problem, concern or complaint. Grievances may include matters involving: <ul style="list-style-type: none">• a workplace communication or interpersonal conflict• allocation of work or development opportunities• changes to work processes or practices, or• the interpretation or application of a workplace policy.
Grievant	The staff member who has a work-related grievance
Respondent	The staff member who is the subject of a work-related grievance

SECTION B PROCEDURE

Workplace grievances are work-related problems, concerns or complaints.

Any staff member involved in any way in a grievance matter is protected against action for defamation provided they:

- raise the grievance in accordance with this procedure
- do not intentionally make a vexatious, malicious or substantially frivolous complaint [see Section 1], and
- maintain confidentiality and do not publish or make information available concerning the grievance to persons who are not directly involved in the grievance.

1 Vexatious complaints

Vexatious complaints are those that do not contain sufficient grounds for action. Vexatious complaints include but are not limited to those issues which are raised:

- malicious intent
- with the primary intent to divert organisational resources to delay another matter from being expeditiously dealt with
- with the sole intention to annoy or harass another person
- frivolously, or
- are otherwise lacking in substance.

Staff found to be making vexatious and/ or frivolous complaints may be subject to disciplinary action in line with policies and procedures.

2 Confidentiality

All staff involved in a grievance (including its resolution) must maintain confidentiality and only discuss the matter with their manager, nominated support person (if any), other staff involved in the management of the issue, or immediate family members. Any breach of confidentiality may result in disciplinary or legal action.

Any meetings to discuss a grievance must be held privately and, where possible, away from the immediate work area.

3 Documentation

Any documentation relating to addressing grievance matters must be kept securely.

Where the manager addresses grievances directly [see Section 6], they must take brief and factual diary or file notes of all agreed actions and timelines. These notes are to be retained in a secure manner for one year. In addition the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au [see Section 6.4].

4 Victimization

Victimization is any unfavourable treatment of a person as a consequence of their having lodged a grievance, being the subject of a grievance or being otherwise involved in a grievance.

Staff who raise or are otherwise involved in a grievance, are not to be victimised in any way.

Disciplinary proceedings may be commenced against any staff member who victimises or retaliates against a person lodging or otherwise involved in a grievance.

5 Addressing a grievance

A grievance does not need to be submitted in writing in order for the grievance to be addressed.

Grievances may be referred to the Workplace Conduct and Investigations Unit at any time directly by the staff member, their manager, another senior manager or the General Manager, Human Resources.

5.1 Seeking advice

At any time, staff can seek guidance on policies and procedures by contacting HR Advisory or their union delegate.

Managers may access advice and support from the Workplace Conduct and Investigations Unit.

5.2 Local, informal resolution

Ideally, grievance matters are most effectively addressed informally at a local level between the parties directly involved.

If the person with the grievance feels able, they should discuss the matter with the person involved or with the manager as soon as possible. In many cases, issues are dealt with most effectively in this way and any misunderstandings can be quickly cleared up.

Where informal discussions are not possible or do not resolve the matter, either party can discuss the matter with their manager, a more senior manager, or the Workplace Conduct and Investigations Unit.

6 Grievance addressed by manager

Where the manager is addressing the grievance, in the first instance they can seek advice and guidance from the Workplace Conduct and Investigations Unit.

The manager must inform all participants that the matters under discussion are confidential and participants must not discuss or divulge any information related to the matter with any person not directly involved in the grievance resolution process.

The manager must also encourage all participants to access the Employee Assistance Program for any additional support they may need.

6.1 Manager's initial meeting with staff member with a grievance

The manager is to meet with the staff member who has a grievance (the grievant) within 24 hours of them raising the matter, or as soon as practical.

The purpose of the meeting is to clarify the grievant's concerns and desired outcomes.

At any time during this process and following consultation with the Workplace Conduct and Investigations Unit, the manager may determine:

- the matter should be dealt with under a separate process, eg where discipline or work health and safety issues are identified, or
- that the grievance is vexatious

and make the appropriate referrals.

Where the manager is of the view that the matter can be dealt with under the grievance resolution procedure, they must inform the grievant that they will discuss the nature of the grievance and any relevant details with the staff member who is the subject of the grievance (the respondent) and, where necessary, any other relevant witnesses.

6.2 Meeting with respondent

The manager must then meet with the respondent as soon as practical to provide information on the details of the grievance, the issues involved and the name of the person who lodged the grievance, so the respondent can respond fully to the manager and provide any relevant information.

The manager must inform the respondent that the manager may discuss the nature of the grievance with relevant witnesses.

6.3 Meeting with any witnesses

The manager may determine that discussions with any witnesses may assist them in the grievance resolution process. The manager must meet with witnesses as soon as practical.

The manager must not provide witnesses with any more information than they need in order to respond to matters requiring confirmation or clarification.

6.4 Concluding the grievance

Once the manager has gathered sufficient information on the matter, they are to convene a meeting with the parties directly involved.

The manager needs to set aside a reasonable period of time for the meeting (2 – 3 hours) and ensure any necessary arrangements are put in place to enable dedicated commitment to the process by all parties.

Depending on the circumstances, joint or separate meetings may be held with the grievant and the respondent. It is preferable that a joint meeting is held as lasting solutions are generally those that are generated collaboratively by the parties involved.

Outcomes can include:

- the parties reach agreement
- there is an improvement in the immediate circumstances that gave rise to the grievance
- outstanding issues remain but the parties agree to disagree and continue to work in a professional manner, and/ or
- there is no possible action that can be taken to resolve the matter but the parties accept this and the matter will not be discussed again.

If the grievance is not successfully resolved, the manager can refer the matter to a more senior manager and/ or seek advice and support from the Workplace Conduct and Investigations Unit.

In all cases, the manager must complete a Manager/ Supervisor Grievance Report form [No. 731] and forward it by email to the Workplace Conduct and Investigations Unit at WorkplaceConduct@transport.nsw.gov.au.

7 Action by Workplace Conduct and Investigations Unit

Where a grievance matter has been raised directly with, or referred to, the Workplace Conduct and Investigations Unit (WCIU) are to contact the parties involved, discuss the matter with them and assess the most appropriate action to be taken.

Actions may include one or more of the following:

- a facilitated discussion (conducted by the WCIU or another nominated person)
- mediation
- development of a remedial action plan

- referring the matter to be dealt with under a separate process, eg where discipline or work health and safety issues are identified, and/ or formal investigation, or
- other appropriate action as determined by the WCIU.

8 Grievance appeals

The grievant or respondent may lodge an appeal where they believe that the whole or part of the grievance resolution process did not comply with the requirements of this procedure.

The appeal must be lodged in writing to the Chief Executive, no later than 21 calendar days after the parties have been advised of the outcome.

The Chief Executive is to review the relevant documentation, take any further action they deem necessary and provide formal notification to the parties involved of their decision.

2 Supporting Documentation

Name of document	Location	Document Type
Workplace Professionalism and Conduct Policy	Intranet — HR Manual	Policy
Code of Conduct	Intranet	Policy

SECTION C GOVERNANCE

1 Roles and Responsibilities

Role	Description
Staff member, skill hire personnel and professional services contractor	Ensure all behaviour is in accordance with the RMS Code of Conduct and Ethics and this procedure Commit to resolving work-related disputes or differences in a constructive, cooperative and timely manner
Manager	Model appropriate behaviours in the workplace and undertake preventative measures in accordance with this procedure Resolve workplace disputes and grievances in a fair and timely manner and in accordance with this procedure

2 Policy directory requirements

This Roads and Maritime Services Human Resources Manual policy is approved for use.

Date of approval: 14 March 2016

3 Evaluation and review

A review of this procedure is pending in accordance with the Transport Managing Conduct and Discipline Policy.

4 Further information

HR Advisory Email: tfnswhr@transport.nsw.gov.au Phone: 1800 618 445	Workplace Conduct and Investigations Unit Email: WorkplaceConduct@transport.nsw.gov.au
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SECTION D TOOLS

Grievance Resolution Flowchart

Please see file for details of Grievance Resolution Flowchart.

SECTION E DOCUMENT CONTROL

Version control and change history

Version number	Approval date	Approved by	Amendment
01	9 August 2012	General Manager Human Resource Strategy	
01.1	9 January 2014	General Manager Human Resources	Updated to meet changes to the management of grievances by Transport Shared Services Workplace Conduct and Performance Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with the Roads and Maritime Services Consolidated Salaried Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation. References updated.

APPENDIX C - GLOSSARY OF TERMS

Traffic Signals Group

(a) RMS Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

(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 gang.

Duties (typical):

(i) In charge of a gang / 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 gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(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 2 technician. Supervision of the work of other trades persons would be required.

Duties:

(i) In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 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 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

(i) Provide technical advice and support to the Equipment Service 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 so as to assist in identification of fault patterns.

- (iv) Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.
- (v) Preparation and testing of controller personalities against design plans.
- (vi) Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

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 supervising technician provides the link between management and field staff, deputising for management where required. The supervising 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 supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician 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.
- (iv) Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(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 Job and Person Specifications.
- (iii) Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

- (iv) Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.
- (v) The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 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.