

# **ROADS AND MARITIME SERVICES CONSOLIDATED SALARIED AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

## **AWARD**

### **Arrangement**

#### **PART A – CORE CONDITIONS**

##### **SECTION 1 – APPLICATION, OPERATION AND GENERAL PROVISIONS**

1. Definitions
2. Title
3. Area, Incidence and Duration
4. No Extra Claims
5. Dispute Settlement Procedure
6. Grievance Procedure
7. Consultation and Significant Workplace Change
8. Trade Union Activities
9. Work Environment
10. Anti-Discrimination
11. Negotiation of Next Award

##### **SECTION 2 – TERMS OF EMPLOYMENT AND RELATED MATTERS**

12. Forms of Employment
13. Probationary Period
14. Secure Employment
15. Notice of Termination of Employment
16. Abandonment of Employment

##### **SECTION 3 – SALARIES, ALLOWANCES AND RELATED MATTERS**

17. Classifications and Rates of Pay
18. Higher Duties
19. Travelling Compensation
20. Allowances

##### **SECTION 4 – HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS**

21. Hours of Work
22. Shiftwork
23. Overtime
24. Flexible Working Practices

## SECTION 5 – LEAVE AND PUBLIC HOLIDAYS

25. Annual Leave
26. Sick Leave
27. Carer's Leave
28. Family and Community Service Leave
29. Maternity, Adoption and Parental Leave
30. Lactation Breaks
31. Extended Leave
32. Special Leave
33. Examination and Study Leave
34. Military Leave
35. Purchased Leave
36. Observance of Essential Religious and Cultural Obligations
37. Leave for Matters Arising from Domestic Violence
38. Leave Without Pay
39. Public Holidays

## PART B – SPECIFIC PROVISIONS

### SECTION 6 – SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES

40. [Shift Work Definitions](#) ~~Hours of Work and Additional Conditions~~ for Enforcement Operations Inspectors
41. Hours of Work and Additional Conditions for Motor Registry and Telephone Customer Service Centre Employees
42. Hours of Work and Additional Conditions for DRIVES Help Desk Employees
43. Hours of Work and Additional Conditions for Work Support Employees
44. Hours of Work for Traffic Supervisors
45. Hours of Work and Additional Conditions for Manager – Field Operations and Services, ~~and~~ Field Traffic Managers [and Traffic Commanders](#)

### SECTION 7 – SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS

46. Shiftwork Definitions
47. Call Out/Call Back
48. Specialist Engineers
49. Recognition of Professional Engineering Skills
50. Professional Development
51. [Professional Engineer Development Program](#)
52. [Knowledge Transfer](#)
53. [Women in Engineering](#)
54. Consultation
55. Part-Time Employment
56. Hours for Full-Time Employees
57. Disturbance Allowance
58. Leave Without Pay

### SECTION 8 – SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

- [596.](#) Hours of Work
- [6057.](#) Maritime Trainees Ordinary Hours of Work
- [6158.](#) Additional Hours
- [6259.](#) Overtime
- [639.](#) Fitness for Duty
- [641.](#) Allowances
- [652.](#) Conditions Applicable to Managers in Boating Operations Branch at Salary Levels MA16A, 16AA MA17A and MA17AA
- [663.](#) Conditions Applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs), and Boating Education Officers
- [674.](#) Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).
- [685.](#) Conditions Applicable to the Payment of Annualised Salaries
- [696.](#) Competency Progression of Maritime Employees
- [670.](#) Change of Position
- [7168.](#) Specific Provisions for Special Extraordinary Aquatic Events

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

SCHEDULE B - ALLOWANCES AND EXPENSES

SCHEDULE C - GRIEVANCE RESOLUTION

PROCEDURE

[SCHEDULE D](#)

## **PART A – CORE CONDITIONS**

### **SECTION 1 – APPLICATION, OPERATION AND GENERAL PROVISIONS**

#### **1. Definitions**

Accrued Day Off (ADO) means a day, not being a holiday, that an Employee has off duty arising from working additional hours over a roster cycle to accrue a day off.

BSO - means a Boating Safety Officer or Senior Boating Safety Officer of the Maritime Division employed as a member of the Transport Service in the RMS Group.

Cadet means a person completing a four year engineering degree course, or equivalent, at a recognised Australian University.

Call-out/Call-back means a call or direction to return to work to attend to an emergency or breakdown.

Casual means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by subclause 12.5.

Chief Executive means the Chief Executive of Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

Continuous Shift Work means a pattern of work designed to cover the business operations with consecutive shifts of Employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond RMS' control.

Crib break or a paid meal break means a break which is treated as time worked, where Employees remain available to carry out duties.

Day Worker means an Employee whose ordinary hours of work are set out in clause 21.

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

Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.

Employee means a person employed as a member of the Transport Service in the RMS Group and covered by this Award.

Employee's Representative means a person of the Employee's choice, who may be a union official, appointed by the Employee to represent them, concerning matters at work.

Employer means the Secretary of the Department of Transport as head of the Transport Service.

EOI means an Enforcement Operations Inspector (formerly IVR).

ESO means an Environmental Service Officer.

Experienced Professional Engineer means a Professional Engineer (as defined) who:

- (a) is a Member of Engineers Australia (MIEAust); or
- (b) has at least four years continuous experience in professional engineering duties since becoming a Professional Engineer.

Extended Leave means long service leave as provided by clause 31.

FACSL means Family and Community Service Leave as provided by clause 28.

Family Member means:

- (a) a spouse of the Employee;
- (b) a de facto spouse, who, in relation to a person is a person of the opposite or same sex to the Employee who lives with the Employee as the Employee's partner on a bona fide domestic basis although not legally married to the Employee.
- (c) a child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the Employee or of the spouse or de facto spouse of the Employee.
- (d) a relative of the Employee who is a member of the same household, where for the purposes of this definition:

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

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

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

Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member) or, attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).

Field Work means work which is not incidental to the Employee's current role and is undertaken away from the Employee's permanent RMS office or normal work location.

Flexitime means a flexible system of arranging working hours that includes the ability for Employees to accrue and take flex leave in accordance with this Award ~~and RMS Hours of Work including Flexible Working Hours Policy/Procedure as amended from time to time.~~

Full-Time Employee means a person who is employed on a permanent or temporary basis to work the ordinary hours prescribed in subclause 21.2.

General Provisions means those provisions referred to in Part A, Core Conditions of this Award.

Graduate Engineer means a Professional Engineer who is participating in the RMS Graduate Recruitment and Development Program (or equivalent).

Headquarters means the centre to which an Employee's position is attached for administrative purposes.

Hourly Rate means the rate payable for one hour worked calculated by dividing the weekly rate by 35 or 38 depending upon the ordinary hours applicable to each classification.

Hours of Work means the Ordinary Hours Employees are required to work.

IRC means Industrial Relations Commission of New South Wales.

Letter of appointment means the letter sent to Employees offering them employment in RMS.

Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.

Local Holiday means a holiday which is declared as an additional public holiday for a specified part of the State under the Public Holidays Act. It does not include Local Event Days unless such days have been gazetted as a public holiday for the local area.

LWOP means Leave Without Pay.

Major Transport Disruption means a major transport incident such as a derailment or a motor vehicle accident resulting in significant delays to the travelling public.

Maritime Employees means those Employees employed in the Maritime classifications in Schedule A Part 3 of this Award.

MESO means Maritime Environmental Services Officer

Official Business Rate means the rate Employees are paid for using a private vehicle on official RMS business when:

- no RMS vehicle is available; or
- no hire car is available; or
- no public or other transport is available; or
- Employees are unable to use public or other transport because of a disability; or
- Employees are requested to use the vehicle and agree to do so; or
- Employees are required to do so as specified by subclause 20.5.10 (Transfer of Dependents), or when the Employer approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.

On Call means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.

Ordinary rate of pay means the base rate Employees are paid on an hourly basis, according to their hours of work and their annual salary.

Overtime means time which Employees work outside their ordinary hours as per clause 23.

P and MA Act shall mean the Ports and Maritime Administration Act 1995.

Part-Time Employee means a person employed in accordance with subclause 12.4 and who has hours of work that are less than those of full-time Employees.

Permanent residence means where an Employee lives.

Personal salary means, for Maritime Employees, any salary in excess of the value of the position as determined by the process of job evaluation or, for those Employees who moved from the Award system into the MSB Enterprise Agreement interpolated/alterd rate which resulted from redeployment or transfer at the time of transition.

Professional Engineer means an Employee who holds an undergraduate degree in engineering (4 or 5 year course) from an Australian university or equivalent, as recognised by Engineers Australia. For the purposes of entitlement in this Award, excluding Schedule A, Part 2, Professional Engineer includes Cadet and Graduate Engineer.

Professional Engineering Duties means duties, any portion of which are required to be carried out by Employees who have qualifications as a Professional Engineer.

Regular Annual Aquatic Event means an event that occurs on a regular basis and is included in the annual event calendar, for example Boxing Day, New Years Eve and Australia Day.

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).

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.

Rostered Day Off (RDO) means the day that an Employee has off duty in accordance with the rostering arrangements in their area of operation.

Salaried Employee means those Employees employed in the Salaried Classifications in Schedule A Part 1 of this Award. Unless specified otherwise, it includes Enforcement Operations Inspectors.

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

SEA Officer means an initial or periodic surveyor, examiner or Safety Management System auditor employed in the Commercial Vessel Survey and Certification Branch of the Maritime Division.

Shift means a turn of duty during which work is performed.

Shift loading means a payment for working shifts other than day shift, as specified in subclause 22.3, to compensate for the inconvenience of hours worked.

Shift work means a pattern of work in which the ordinary hours may be performed outside standard hours, as per subclause 22.2.

Special Extraordinary Aquatic Event means a unique aquatic event that is not regularly included in the annual event calendar and occurs outside of the events currently supported by on-water Employees. For example, Sydney Harbour Fleet Review was deemed to be a Special Extraordinary Aquatic Event.

Specific Provisions means those provisions contained in Part B of this Award and which apply to the relevant specified classifications.

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

TA Act means Transport Administration Act 1988.

Temporary Employee means an Employee employed for a specific period of time or project as prescribed in subclause 12.6.

Temporary work location means the place where Employees temporarily perform their ordinary RMS work if required to work away from their headquarters.

Time Credit means the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.

TL ES means Team Leader Environmental Services.

Trainee means an Employee engaged under a recognised traineeship.

Traineeship means a structured training program, lasting up to 24 months that combines practical experience at work and training with a Registered Training Organisation (RTO).

Transport Service means the Transport Service of New South Wales established by the Transport Administration Act 1988.

Union means an organisation of Employees registered under the Industrial Relations Act 1996.

Weekly Rate means the calculation arrived at by dividing the annual salary by 52.17857.

## **2. Title**

This Award shall be known as the Roads and Maritime Services Consolidated Salaried Award 2016.

## **3. Area, Incidence and Duration**

3.1 This Award shall apply to:

- (a) the Employer; and
- (b) Employees employed in the classifications covered by this Award.

3.2 Parties to this Award are:

- (a) the Employer;
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);

- (c) the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) (also referred to as Professionals Australia);
- (d) the Australian Services Union of NSW (ASU);
- (e) Australian Maritime Officers' Union of New South Wales (AMOU);
- (f) Australian Institute of Marine and Power Engineers New South Wales District (AIMPE); and
- (g) the Seamens' Union of Australia, New South Wales Branch (MUA).

3.3 This Award rescinds and replaces the Roads and Maritime Services Consolidated Salaried Award 2014.

3.4

(a) With the exception of the clauses outlined in subclause 3.4(b), this Award comes into effect on 1 July 2016 and will remain in force until 30 June 2017.

(b) Clauses 21 and 23 of this Award shall come into effect on the date published by the Chief Executive on the RMS intranet. Until such time, the provisions in Schedule D shall apply.

3.5 Any specific provisions contained in Part B of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in Part A of this Award.

#### **4. No Extra Claims**

4.1 During the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award by a party to this Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the IRC, by a party to this Award.

4.2 The terms of subclause 4.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

4.3 Variations made with the agreement of the parties as provided for in clause 6(1)(d) of the Industrial Relations (Public Sector Conditions of Employment) Regulation 2011 (NSW) are not prohibited by this clause.

#### **5. Dispute Settlement Procedure**

5.1 The purpose of this procedure is to ensure that disputes are resolved as quickly and as close to the source of the issue as possible. This procedure requires that there is a resolution to disputes and that while the procedure is being followed, work continues normally.

5.2 Subject to Clause 4.1, this procedure shall apply to any Dispute that arises about the following:

(a) matters pertaining to the relationship between the Employer and Employees;

(b) matters pertaining to the relationship between the Employer and the union parties to this award which pertain to the Award and/or the relationship between the Employer and Employees; or

(c) the operation and application of this Award.

5.3 Any Dispute shall be resolved according to the following steps:

STEP 1: Where a Dispute arises it shall be raised in the first instance in writing by the Employee(s) or their Union delegate directly with the local supervisor/manager. The local supervisor/manager shall provide a written response to the Employee(s) or their Union delegate concerning the dispute within 48 hours of receipt of the Dispute notification advising them of the action being taken. The status quo



before the emergence of the dispute shall continue whilst the dispute settlement procedure is being followed. For this purpose "status quo" means the work procedures and practices in place immediately prior to the change that gave rise to the dispute.

STEP 2: If the Dispute remains unresolved, or if the Dispute involves matters other than local issues, the Principal Manager Human Resources and Industrial Relations or their nominee, a divisional management representative and the Employee(s) and/or the Employee(s) representative, Union delegate or official shall confer and take appropriate action to arrive at a settlement of the matters in dispute within 72 hours of the completion of Step 1 or the Principal Manager Human Resources and Industrial Relations being notified of a dispute involving other than local issues.

STEP 3: If the Dispute remains unresolved, each party to the Dispute shall advise in writing of their respective positions and negotiations about the dispute will be held between the Employee representative(s) or Union official, the Secretary or their nominee who will meet and conclude their discussions within 48 hours.

STEP 4: If the Dispute remains unresolved any party may refer the matter to the IRC for conciliation. If conciliation does not resolve the Dispute the matter shall be arbitrated by the IRC.

5.4. By mutual agreement confirmed in writing, Step 3 outlined above may be avoided, and the parties to the dispute may seek the assistance of the IRC in the terms outlined at Step 4.

5.5. The referral of the Dispute to the IRC must take place within 72 hours of completing Step 3. A copy of the notification must be forwarded to all relevant parties to the Dispute. Any Dispute that is not so referred will be deemed to be no longer a matter in dispute.

5.6. The parties to the Dispute may extend the timeframe of Steps 2 - 4 by agreement. Such agreement shall be confirmed in writing.

5.7. All timeframes above are exclusive of weekends and public holidays.

5.8 The Employer can raise a Dispute using the same process as in 5.3 but reversing the roles of the Employee or Union and the Employer in the process.

#### 5.9 Safety Issues

Matters which are based on a reasonable concern by an Employee about an imminent risk to an Employee's health or safety shall be excluded from the Dispute Settlement Procedure. Where a matter is raised involving such an issue, the Employee shall agree to comply with a direction by the Employer to perform other available work which is safe and reasonable and within their skills and competence with no reduction in the rostered rate of pay of the Employee while the alternative work is being performed.

~~A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.~~

~~5.2 This disputes procedure outlined at subclause 5.3 below shall apply to any dispute that arises with respect to the following:~~

~~(a) matters pertaining to the relationship between the Employer and Employees;~~

~~(b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or~~

~~(c) the operation and application of this Award.~~

#### ~~5.3 Dispute Settlement Process~~

##### ~~Step One~~

~~In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within 48 hours of receipt of the dispute notification.~~

#### ~~Step Two~~

~~If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within 48 hours of the completion of Step 1.~~

#### ~~Step Three~~

~~If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within 48 hours of the completion of Step 2.~~

#### ~~Step Four~~

~~If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Principal Manager, Human Resources and Industrial Relations (or their representative) to attempt to achieve a resolution between the parties within 72 hours of completing Step 3.~~

#### ~~Step Five~~

~~If following Steps 1-4 the dispute remains unresolved, any relevant party may refer the matter to the IRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the IRC. The referral of the dispute to the IRC must take place within 72 hours of completing Step 4.~~

~~5.4 —~~

~~5.5 — Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution, or for making a submission to the IRC that the status quo should remain.~~

~~5.5 — Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation applied.~~

~~5.6 — The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.~~

## **6. Grievance Procedure**

6.1 A grievance is a personal concern about work or the work environment for which Employees seek hearing or resolution.

6.2 A grievance may, for example, relate to:

- (a) allocation of work or development opportunities,

- (b) a perceived denial of an entitlement, or
  - (c) suspected discrimination or harassment.
- 6.3 RMS' Grievance Resolution Procedure, as amended by the Employer from time to time, is to be followed when a grievance arises. This Procedure is at Schedule C of this Award.
- 6.4 While the Grievance Resolution Procedure is being followed, normal work is to continue.

## **7. Consultation and Significant Workplace Change**

7.1 There shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees. This includes but is not limited to, monthly Peak Consultative Committee meetings.

### 7.2 Employer to Notify

(a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).

(b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.

### 7.3 Employer to Consult

(a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 7.2, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.

(b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 7.2. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.

(c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.

(d) The Employer will genuinely consider and respond in writing to any feedback provided by Employees and the Employer Representatives.

(e) Where, subject to the provisions of this Clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with the Dispute Resolution Procedure in clause 5 of this Award.

#### ~~Consultation regarding significant workplace change~~

- ~~(a) — Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.~~
- ~~(b) — Significant effects include declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological change that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.~~
- ~~(c) — The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as RMS amends, replaces or rescinds policy.~~
- ~~(d) — The Employer will provide information to the affected Employees and their representatives about:
  - ~~(i) — the proposed changes;~~
  - ~~(ii) — the effects on the Employee(s) of the proposed changes;~~
  - ~~(iii) — the rationale for the proposed changes.~~~~
- ~~(e) — The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.~~
- ~~(f) — The Employer will respond to any feedback provided by Employees and the Employer Representatives.~~
- ~~(g) — Where matters cannot be resolved through the consultative process any party may utilise the Dispute Settlement Procedure at clause 5.~~

### **8. Trade Union Activities**

- 8.1 The Employer acknowledges that Union delegates represent and speak on behalf of members in the workplace and that their representation rights in relation to matters that pertain to the employment relationship are integral to the proper operation of the Dispute Settlement Procedure contained at clause 5 of this Award.
- 8.2 The Employer acknowledges the requirements under section 210 of the Industrial Relations Act 1996 in relation to the role of Union delegates.
- 8.3 Accordingly the Employer will allow Union delegates reasonable time during the delegate's working hours to perform the duties listed below, and such time will be regarded as being on duty:
  - (a) represent members in bargaining;
  - (b) represent the interests of members to the Employer;
  - (c) address new Employees about the benefits of union membership at the time that they enter employment;
  - (d) consult with union members and other Employees for whom the delegate is a representative; and

- (e) place union information on a union noticeboard in a readily accessible and visible location.
- 8.4 Union delegates will be provided with reasonable access to relevant information and reasonable preparation time before meetings with management or disciplinary or grievance meetings where a union member requires the presence of a union delegate, where operational requirements allow the taking of such time.
- 8.5 Where a workplace meeting is called with management, including meetings under the Dispute Settlement Procedure, Union delegates that attend will be paid by the Employer any travel and/or accommodation costs necessarily and reasonably incurred.
- 8.6 Union delegates must give reasonable notice to their manager of the requirement to attend a meeting arising as a result of the operation of the Dispute Settlement Procedure. Unless not otherwise possible a Union delegate should not interrupt Employees who are undertaking their work duties.
- 8.7 Special leave with pay will be granted for the following activities undertaken by a Union delegate as specified below:
- (a) annual or biennial conferences of their own Union, Unions NSW or the Australian Council of Trade Unions (ACTU);
  - (b) attendance at meetings called by Unions NSW involving the Unions which requires attendance of a delegate;
  - (c) attendance at their Unions National Executive, State Executive, Divisional Committee of Management (or equivalent), National Council or State Council;
  - (d) giving evidence before an Industrial Tribunal or in another jurisdiction in proceedings as a witness for the Union, briefing counsel, appearing as an advocate on behalf of a Union or assisting Union officials with preparation of cases; and
  - (e) attendance at meetings as a member of a vocational or industry committee.
- 8.8 Employees who are members of a Union will be granted Special Leave with pay up to 12 working days in any period of 2 years to attend training courses endorsed by their Union, Unions NSW or the ACTU, subject to:
- (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (b) all travelling expenses being met by the Employee or the Union;
  - (c) attendance being confirmed in writing by the Union or a nominated training provider.
- 8.9 The Employer must be notified in writing by the Union or, where appropriate, by the Union delegate as soon as the date and/or time of the meeting, conference, training or other accredited activity referred to above is known.
- 8.10 Any payment to an Employee as a result of performing duties or taking leave in accordance with this clause will be paid at ordinary time rates.
- 8.11 If a delegate undertakes duties in accordance with this clause while on leave, RMS will credit the time for the attendance following the production by the delegate of satisfactory evidence of attendance.
- 8.12 Union Delegates' access to the Employer's facilities
- (a) The Employer will allow reasonable access to telephone, computers and accessories, meeting rooms, facsimile, postal, photocopying, e-mail and intranet/internet facilities for the purpose of

carrying out work as a Union delegate and consulting/meeting with workplace colleagues in accordance with this provision.

- (b) The Employer shall provide a notice board for the display of authorised material in each workplace in a readily accessible and visible location.

8.13 Employees on loan to Unions - Subject to the operational requirements of the workplace, on loan arrangements will apply as follows:

- (a) RMS Employees loaned to a Union party to this Award on a temporary basis may perform work at the Union when it makes application to RMS because:
  - (i) it needs the Employee's services, or
  - (ii) the Employee is a member of the Executive or Council of the Union and is required by the Union to undertake a country tour.
- (b) When proceeding to work at the Union, Employees must complete a leave form in the usual manner which shows the reason for absence as "On loan to the relevant union".
- (c) When performing work for the Union, the following applies:
  - (i) the period of the loan counts for service in respect of all entitlements,
  - (ii) the Employee remains on RMS' payroll,
  - (iii) RMS will seek reimbursement from the Union at regular intervals of all salary and associated on costs, including superannuation. The Union is required to meet such costs as specified by NSW Treasury from time to time,
  - (iv) if the Employee wishes to apply for leave whilst at the Union they should make application for leave to RMS in the usual manner.

## **9. Work Environment**

9.1 Workplace Health and Safety - The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces through:

- (a) the development of policies and guidelines on Workplace Health, Safety and Rehabilitation;
- (b) assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety consultative arrangements in the workplace; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility to achieve these objectives;
- (c) identifying training strategies for Employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
- (d) developing strategies to assist the rehabilitation of injured Employees.

9.2 The Employer will allow Employees elected as committee members and Health and Safety Representatives (HSR), reasonable time during working hours to attend meetings of the workplace's Workplace Health and Safety Committee and participate in all official activities relating to the functions and responsibilities of a Workplace Health and Safety Committee Member and or HSRs.

9.3 Equality of Employment and Elimination of Discrimination - The parties to this Award are committed to providing a work environment which promotes the achievement of equity, access and elimination of discrimination in employment.

- 9.4 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff are required to refrain from, or be party to, any form of harassment in the workplace.

## **10. Anti-Discrimination**

- 10.1 It is the intention of the Employer to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under clause 5 (Dispute Settlement Procedure) of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 10.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### **NOTES**

1. Employers and Employees may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the Anti-Discrimination Act 1977 provides:  
  
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **11. Negotiation of Next Award**

- 11.1 The parties agree to begin negotiations for the next Award no later than six months prior to the nominal expiry date of this Award.

## **SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS**

### **12. Forms of Employment**

- 12.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS.
- 12.2 Basis of Employment

Employees are employed on either a full-time, part-time, casual or temporary employment basis.

### 12.3 Full-Time

A Full-Time Employee is an Employee employed to work the relevant full-time hours.

### 12.4 Part-Time

- (a) A Part-Time Employee shall be engaged to work fewer contracted ordinary hours than the ordinary hours of a Full-Time Employee in the same classification. Part-time Professional Engineers must work a minimum of 3 hours per day.
- (b) Part-Time work may be undertaken with the agreement of the Employer. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.
- (c) Part-Time Employees shall be paid at the same hourly rate as a Full-Time Employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award.
- (d) Part-Time Employees receive entitlements on a pro rata basis calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
- (e) Subject to any specific provisions, the Employer may request, but not require, a Part-Time Employee to work additional hours or overtime in excess of their contract hours.
- (f) Subject to subclause 12.4(h), Salaried Employees and Professional Engineers who work on a Part-Time basis who work in excess of their usual daily hours may elect to:
  - (i) be paid at the ordinary rate of pay plus a loading of 1/12th for such additional hours in lieu of accrual of annual leave (5/47th loading for Employees entitled to 5 weeks annual leave) up to a maximum which is equal to the daily hours of Full-Time Employees in the relevant classification; or
  - (ii) have the additional hours counted for the accrual of annual and sick leave.
- (g) Subject to subclause 12.4(h), Maritime Employees who are part-time and work additional hours shall, subject to the specific provisions in this Award, be paid at the ordinary rate of pay for such hours and such time shall count for the purposes of annual leave accruals.
- (h) Part-Time Employees who work overtime, that is hours where an equivalent Full-Time Employee is entitled to overtime payments, shall be entitled to the same rate of overtime pay and conditions of overtime as those of their Full-Time equivalent.
- (i) Part-Time Employees may work, with approval of a line manager, under a flexitime arrangement as set out at subclause 21.2. Any work performed within the normal bandwidth is paid at the ordinary rate and any hours worked outside the bandwidth is paid at the applicable overtime rate which is applicable to full time Employees in the relevant classification. [The provisions of clause 23.2\(c\) also apply.](#)

### 12.5 Casual Employment

- (a) Employees may be employed on a casual basis:
  - (i) to carry out work that is irregular or intermittent, or
  - (ii) to carry out work on a short-term basis, or



- (iii) to carry out urgent work or to deal with an emergency, and
  - (iv) must possess the qualifications required of a permanent Employee in the same classification.
- (b) Casual Employees are employed on an hourly basis for a minimum of three hours per engagement.
  - (c) Casual Employees who work less than three hours per engagement are paid for three hours.
  - (d) Casual Employees are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
  - (e) Casual Employees shall be paid a loading on the appropriate ordinary hourly rate of pay of 17% in recognition of the casual nature of the employment and compensate the Employee for all leave, other than annual leave and extended leave, and all incidences of employment, except overtime and penalty rates.
  - (f) Casual Employees shall also receive a 1/12th loading in lieu of annual leave.
  - (g) Casual Employees will be entitled to overtime payments when they are required to work hours that would normally attract overtime payments for full-time Employees in accordance with clause 23 Overtime or, for Maritime Employees, clause ~~62~~59 Overtime. Casual Employees are similarly entitled to attract Shift Work penalty in accordance with clause 22 Shift Work and allowances (except for Transfer Allowances) as set out in clause 20 Allowances.
  - (h) The following provisions do not apply to Casual Employees (unless specified otherwise):
    - (i) Clause 13 (Probationary Period);
    - (ii) Clause 15 (Notice of Termination of Employment);
    - (iii) Subclause 20.5 (Transfer Allowances);
    - (iv) Section Five (Leave and Public Holidays);

#### 12.6 Temporary Employment

- (a) A Temporary Employee shall be entitled to the same salary and conditions as permanent Employees in the same classification.
- (b) Temporary Employees are not entitled to redundancy payments.
- (c) Subject to subclause 12.6(d), an engagement of a Temporary Employee may be for a fixed period of not more than 24 months, for a specific project, or for maternity relief of not more than 24 months, on either a full-time or part-time basis.
- (d) Where a Temporary Employee is engaged for a fixed period of more than 24 months the Employee will be made permanent.

#### 12.7 Trainees

Employees who are undergoing a recognised Traineeship shall be paid according to the Crown Employees (Public Service Training Wage) Reviewed Award 2008, as amended from time to time.

### 13. Probationary Period

- 13.1 Subject to subclauses 13.2 all new Employees, other than Employees who immediately prior to their employment in RMS were employed in the NSW Public Sector, will be subject to a probationary period

of 3 calendar months, unless they are employed in a position which, due to the nature of the work or compulsory training, has a probationary period of six months.

13.2 Engineering Cadets and EOIs are subject to a probation period of 12 months.

13.4 Prior to the conclusion of the probationary period, the Employer may either:

- (a) confirm appointment;
- (b) extend the probationary period once up to a maximum of 3 months; or
- (c) annul the probationary appointment.

#### **14. Secure Employment**

14.1 Objective of this Clause

The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that Casual Employees have an opportunity to elect to become Full-Time or Part-Time Employees.

14.2 Casual Conversion

- (a) A Casual Employee engaged by the Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) The Employer of such a Casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months. However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.
- (c) Any Casual Employee who has a right to elect under subclause 14.2(b), upon receiving notice under subclause 14.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where the Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any Casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a Casual Employee has elected to become and been converted to a Full-Time Employee or a Part-Time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- (f) If a Casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 14.2(b), the Employer and Employee shall, in accordance with this subclause, and subject to subclause 14.2(b), discuss and agree upon:

- (i) whether the Employee will convert to full-time or part-time employment; and
- (ii) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996;

Provided that an Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.

- (g) Following an agreement being reached pursuant to subclause 14.2(f), the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

#### 14.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
  - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that other Employer.
  - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.
- (b) If the Employer engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises the Employer shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (i) consult with Employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
  - (ii) provide Employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
  - (iii) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
  - (iv) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause 14.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

14.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this Award.

14.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Agency to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

#### 14.6 Contractors and Labour Hire

- (a) Consistent with subclauses 14.1 and 12.1 of this Award, the Employer acknowledges the importance of security of employment and will use direct permanent employment as the preferred and predominant staffing option for the Employer.
- (b) The Employer recognises that the use of contractors and labour hire may affect the job security and capability development opportunities of Employees covered by this Award.
- (c) In considering whether to engage contractors or labour hire employees, the Employer will consider whether there are any existing Employees within the relevant Branch who are suitable and/or available to carry out the work and/or there is a pressing need to meet business requirements.
- (d) On being advised or otherwise becoming aware that a contractor, sub-contractor or labour hire company is not paying modern award rates, providing modern award conditions or complying with any other statutory provisions, the Employer will take the necessary action to ensure that the situation is immediately rectified. Should the contractor, sub-contractor or labour hire company continue to breach the provision then the Employer will ensure that appropriate action including termination of contract is implemented, if appropriate.

#### 14.7 Transmission of Business

- (a) In the event that the Employer has reached a decision to transfer or outsource part of the business, the Employer will consult in accordance with clause 7 of this Award. Consultation will commence as soon as practicable after the Employer has reached its decision.
- (b) The Employer will comply with the relevant and applicable legislative provisions in respect of any proposed transmission of business.

#### 14.8 Contracting Out Work

- (a) Application and definition

For the purpose of this subclause, 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.

- (b) Considering Proposal to Contract Out Work

Where the Employer 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 the Employer's intention to pursue a proposal to contract out work.

(c) Decision to Contract Out Work

(i) Once the Employer has finalised a proposal and has made a decision to contract out work, the Employer 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.

(ii) Prior to implementation of a proposal to contract out work, the Employer 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, the Employer agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 14.8(b) above.

(d) Dispute Settlement Procedure

Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 5 of this Award.

**15. Notice of Termination of Employment**

15.1 Unless the Employee is terminated by the Employer for serious misconduct, the Employer will not terminate an Employee's employment unless the Employee has been given the period of notice required by this clause.

15.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

15.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) weeks' notice.

15.4 The Employer may require the Employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

15.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 15.2 above, or by forfeiting salary in lieu of notice.

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

15.7 Upon termination of employment an Employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.

15.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an Employee at any time, without notice, for serious misconduct.

**16. Abandonment of Employment**

- 16.1 If an Employee is absent for a period of 5 consecutive working days without authorisation, the Employer (before terminating) will write to the Employee, via registered post or courier (with delivery confirmation receipt) to the Employee's last known address, advising that the Employer is considering termination unless the Employee provides a satisfactory explanation within 7 calendar days.
- 16.2 If the Employee does not respond to the letter or resume duty within the specified 7 calendar days, a further letter will be sent by registered mail or courier (with delivery confirmation receipt) to the Employee's last known address, advising the Employee that their services have been terminated due to abandonment of employment.
- 16.3 The Employer will make reasonable enquiries to ensure Employees are not suffering physical and/or mental health issues in accordance with the RMS Separation from Employment Procedure.

### **SECTION 3 - SALARIES, ALLOWANCES AND RELATED MATTERS**

#### **17. Classifications and Rates of Pay**

- 17.1 Employees, other than Professional Engineers and Maritime Employees, are employed in the classifications set out in Part 1 of Schedule A.
- 17.2 Professional Engineers are employed in the classifications set out in Part 2 of Schedule A.
- 17.3 Maritime Employees are employed in the classifications set out in Part 3 of Schedule A.
- 17.4 Employees, other than Trainees, will be paid in accordance with this clause and the rates of pay set out in Schedule A.
- 17.5 Employees will be paid applicable allowances and expenses in accordance with clause 20 and Schedule B of this Award.
- 17.6 Salary and allowance adjustments provided for in this Award are as follows:
  - (a) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2016;
  - ~~(b) salaries will increase by 2.5% from the first pay period commencing on or after 1 July 2017.~~
  - (be) allowance items 15, 16, 19(a), ~~and 26 and 27~~ will be increased in accordance with (a) ~~and (b)~~, rounded to the nearest dollar; 19(b) will be increased in accordance with (a) ~~and (b)~~, rounded to the nearest cent.
  - (ce) allowance items 1 to 14, 17, 18, 20 and 24 will be increased in accordance with variations made via Department of Premier and Cabinet Circulars and Schedule B amended as required.
  - (de) allowance items 21 and 22 will be adjusted annually on 1 July, in accordance with the CPI (all groups Sydney Index) for the preceding 1 April to 31 March period.
  - (ef) allowance item 23 will be adjusted annually on 1 July, as determined by the Employer.
- 17.7 Increments
  - (a) Subject to subclauses (i) to (iii) below, where an Employee, other than a Maritime Employee, has completed 12 months service at a level within a classification, the Employee will progress one level within the Employee's classification.
    - (i) Employees are not entitled to progress to an increment if their conduct, work performance or attendance is unsatisfactory or if the Employee is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct.

- (ii) Periods of leave without pay in excess of five days in any one year period will not count as service for incremental purposes.
- (iii) Regular Casual Employees are entitled to an increment where they have worked the equivalent of 12 months worked by a full time Employee in the same position.

#### 17.8 Salary Packaging

- (a) For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule A of this Award and/or any salary payable under an agreement made under s68D(2) of the TA Act and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- (b) An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- (c) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HELP payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- (d) The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines administered by specialist salary package company Maxxia on behalf of Transport Shared Services. Such agreement must be made prior to the period of service to which the earnings relate.
- (e) Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
  - (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
  - (ii) any administrative fees.
- (f) Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
  - (i) Superannuation Guarantee Contributions;
  - (ii) any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and
  - (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.
- (g) Novated leases for 100% private use of motor vehicles are available under salary packaging.

#### 17.9 Appeals in Respect of Salary Grade or Classification

- (a) Employees have the right to apply to the Employer through their branch or section manager for a salary increase, where applicable, or for an alteration in the grade or classification to which they are appointed.
- (b) If an Employee is dissatisfied with a decision or determination of the Employer in respect of:
  - (i) the salary, grade or classification; or

- (ii) any other matter of the nature referred to in Part 7 of the Industrial Relations Act 1996 (NSW),

the Employee may forward a notice of appeal to the Employer within 30 days of being advised of such a decision or determination if they do not exercise their right before the IRC. The Employer will hear and determine the appeal and will allow the Employee, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the IRC.

17.10 Professional Engineers and Maritime Employees will be paid fortnightly.

17.11 Union Deductions

- (a) Where directed in writing by an Employee, the Employer will deduct a payment due from the Employee to a Union party from an Employee's salary and remit it to the nominated Union in a timely manner, at no cost to the Employee or the Union, but subject to the Union being able to accept an electronic funds transfer. A deduction will be detailed on the Employee's pay slip.

## **18. Higher Duties**

18.1 Subject to subclause 18.2 and 18.4, where in any one period of relief an Employee is required to relieve in a higher graded position for five working days or more and is instructed to perform the whole of the duties of this position, they shall be paid for the full period of relief the minimum salary of the higher graded position.

18.2 Maritime Employees who undertake higher duties in an A or AA position must:

- (a) undertake the duties for 4 weeks or more;
- (b) meet the ordinary hours of work requirement (ie. 161 hours in the 4 week cycle); and
- (c) meet all other requirements of the position,

in order to be eligible for the annualised salary of the A or AA position. Where these requirements are not met, the Employee is to be paid the Maritime Level rate only for the position.

18.3 Where in any one period of relief an Employee relieves in a higher graded position for five working days or more and does not perform the whole of the duties of such Employee in the higher graded position, they shall be paid an allowance as may be determined by the Employer and prior to entering on relief shall be advised of the allowance to be paid and the basis for its assessment, provided that:

- (a) should the period of relief be in excess of 12 months the relieving Employee shall be entitled to be paid the salary that would be payable under this Award to a person appointed to that position on the day the relieving Employee commenced relieving duties in that position; or such proportion thereof as may be determined by the Employer;
- (b) except in an emergency, prior approval to payment of a higher duties allowance is to be obtained; and
- (c) an Employee relieving another in a lower graded position shall not suffer any reduction in salary.

18.4 A higher duties allowance is paid when an Employee is directed to relieve in a higher graded position for one or more working days in the following occupational categories:

- (a) Customer Services Branch Employees working in Registries, including a maximum four hours relief when working on Saturday shifts;



- (b) Maritime Division Employees classified as Team Leader Environmental Services, Executive Assistant to the Director Maritime, Management positions at Maritime Level 17, and Employees holding Master 5 qualifications and required by RMS to use these qualifications/skills in the absence of the incumbent.

#### 18.5 Higher Duties - Part-Time Arrangements

- (a) Employees relieving in a higher graded position whose position holder is either a Part-Time Employee or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-Time Employees relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

#### 18.6 Incremental Progression by Allowances:

- (a) Where a very lengthy period of acting in the one higher graded position is unavoidable, the Employee concerned may progress by way of allowance to the next incremental step, provided that a 100 per cent allowance has been paid continuously for a period of 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment should be delayed accordingly.
- (c) Where there are broken periods of relief in the higher graded position(s), such periods may be aggregated, irrespective of the nature of the work of the position(s). Such aggregated periods may be regarded as continuous service for the purpose of incremental progression within the grade of the position(s), provided that:
  - (i) only periods in respect of which the level of the allowance together with the Employee's salary is greater than or equal to the salary of the new position to which the Employee is substantively appointed are counted;
  - (ii) any period of leave during which allowance was not paid is discounted;
  - (iii) aggregation does not extend over any break in excess of six months.
- (d) The same principles apply if an Employee who has been relieving in higher graded positions is subsequently appointed to a similarly graded position, to determine salary and/or allowance in the new position.

#### 18.7 Managers are to consider sharing higher duties relief opportunities between suitable staff to enhance fairness and increase developmental opportunities.

### **19. Travelling Compensation**

#### 19.1 Travel on Official Business

- (a) Employees who travel on official business and are not provided with an RMS vehicle, must, wherever possible, travel by the most economic and practical means of public transport. If public transport is not practical, or if the Employee has a genuine safety concern, the Employer can approve the use of a taxi or hire car.
- (b) RMS pays the full cost of fares for the transport.
- (c) Where Employees pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then Employees must obtain prior approval to travel by:

- (i) taxi, hire car or rented car;
  - (ii) air; or
  - (iii) private vehicle, in accordance with subclause 20.4.
- (e) Employees who receive approval to use a private vehicle for official business travel will be reimbursed as set out in subclause 20.4.2.

## 19.2 Travel Compensation

### 19.2.1 Fares

- (a) Employees are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If Employees are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), Employees may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares or the kilometres usually travelled between their home and headquarters (whichever is relevant).

### 19.2.2 Travelling Time

- (a) Employees are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 19.2.2 and 19.2.3. Employees are not entitled to be paid travelling time or take time off in lieu:
  - (i) for time spent travelling between their usual headquarters and usual permanent residence, or for the time normally taken for the periodic journey from home to headquarters and return,
  - (ii) for time spent travelling on permanent transfer where:
    1. the transfer involves promotion which carries increased salary,
    2. the transfer is for disciplinary reasons,
    3. the transfer is made at the Employee's request, or
    4. special leave has been granted for the day or days on which the travel is to be undertaken,
  - (iii) for periods of less than a quarter of an hour on any day,
  - (iv) for the time taken by the Employee to stop and eat a meal,
  - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
  - (vi) for travel by ship on which meals and accommodation are provided,
  - (vii) for travel overseas,

- (viii) from 11.00 pm on the night the Employee is provided with overnight accommodation to 7.30 am the following day, other than EOI Employees who are exempt from this provision.
- (ix) if the Employee receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Employees who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
  - (i) working day, Employees are paid for time spent in travelling before their normal commencing time or after their normal ceasing time;
  - (ii) non-working day, Employees are paid for all time spent travelling on official business after 7.30am.

### 19.2.3 Payment for Travelling and Waiting Time

- (a) Employees who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When Employees are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum shall be paid travelling time calculated at the maximum rate for USS Grade 7/Engineer Level 1 Year 3, plus \$1.00 per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period, except in unforeseen circumstances such as a major transport disruption.
- (e) Payment for travelling time and waiting time shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

The rate of payment for travelling or waiting time on a non-working day shall be the same as that applying to a working day.

- (f) Unless otherwise directed, Employees must take time off in lieu within three months of being notified of approval of the leave.

## 20. Allowances

### 20.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
  - (i) a fraction of an hour less than 30 minutes is not taken into account;

- (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

## 20.2 Meal Allowances

### 20.2.1 Meal allowance and break while travelling

- (a) Employees are entitled to claim a meal allowance when travelling on RMS business if they:
  - (i) return to their headquarters or place of residence on the same day;
  - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
  - (iii) incur an expense in obtaining the meal.
- (b) Employees shall receive meal allowances at the rates contained in Item 1 of Schedule B and subject to the following provisions:
  - (i) Breakfast - the journey must have commenced before 6am and at least one hour before the Employee's normal starting time;
  - (ii) Lunch - when Employees are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Employees whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall be entitled to a lunch allowance if lunch facilities are not available;
  - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

### 20.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for Employees who work overtime, is set out in subclause 23.4.

## 20.3 Travelling and Lodging Allowance

### 20.3.1 General

- (a) If the Employer requires an Employee to proceed on work away from their normal headquarters and the Employee cannot return to their normal headquarters on the day of departure, and the Employee does not permanently change their headquarters:
  - (i) the Employer may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the Employee the appropriate meal allowance where the Employer does not provide a meal, however, in circumstances where a suitable meal is not available because of the Employee's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the Employer shall ensure that the accommodation so provided is reasonable and appropriate, having regard to the nature of the work assignment. If arrangements are made as per subclause 20.3.1(a)(i):
    - (A) Employees who stay in RMS-provided accommodation will receive an incidentals allowance as set out at Item 4 of Schedule B;

- (B) Employees required to camp out or make use of caravans or boats for overnight accommodation when motel/hotel accommodation is neither available or appropriate are entitled to an allowance as set out in Item 24 of Schedule B; or
    - (ii) where the Employer does not pay the accommodation provider directly, the Employee shall receive the applicable Lodging allowance as per Item 3 of Schedule B for every period of 24 hours absence by the Employee from their residence; or
    - (iii) the Employee may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 4 of Schedule B.
- (b) Employees must obtain prior approval before making arrangements to stay in overnight accommodation.
- (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where Employees are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Employees can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
- (d) The Travelling allowance is calculated at the hourly rate of the relevant Lodging allowance as set out at Item 3 of Schedule B.
- (e) The Lodging allowance is an allowance for overnight accommodation, meals and incidentals.
- (f) Employees who are required to stay in overnight accommodation and are paid the allowance set out at subclause 20.3.1(a)(ii) above are entitled to the rate for that region as set out at Item 3 of Schedule B. The allowance is reduced by 50% if the Employee remains in that region for more than 35 days and up to six months. Any periods over 6 months do not attract the allowance.
- (g) Lodging allowance is calculated from the time Employees depart from:
  - (i) their normal headquarters; or
  - (ii) their normal place of permanent residence where they travel directly from there; or
  - (iii) another temporary work location.
- (h) Employees who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
- (i) Subject to subclause (h) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, Employees receive the rates based on the times of departure from each location. Methods for calculation of Lodging allowance for Employees travelling between different locations are set out in Appendix A of Schedule B.
- (j) Employees are not entitled to an allowance under this clause for:

- (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure;
  - (ii) any period of leave, except with the Employer's approval or otherwise provided by this clause; or
  - (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of this clause, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if Employees are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When Employees return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 3 of Schedule B. Travelling is calculated from the time the Employee departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the Lodging allowance is deemed insufficient to adequately reimburse Employees for expenses properly and reasonably incurred, a further amount may be paid to the Employee for the additional expenses incurred.
- (n) Employees must produce receipts to receive reimbursement for actual expenses unless the Employer is prepared to accept other evidence from them.
- (o) In the event of any dispute over the implementation of these changes the parties shall have recourse to the IRC under the Dispute Settlement Procedure (clause 5).

#### 20.3.2 Lodging in RMS-Provided Accommodation

- (a) Employees who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the Employer.
- (b) Where the Employer does not provide meals, Employees are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Employees who stay in RMS-provided accommodation may receive an Incidentals allowance as set out at Item 4 of Schedule B.

#### 20.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If Employees:
  - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
  - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),

then claims for Travel and Lodging allowances are calculated according to (b) - (e) below.

- (b) Employees are entitled to the Travelling allowance set out in subclause 20.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If Employees have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at Item 18 of Schedule B, up to the amount payable had the most economic and practical means of public transport been used.
- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at Item 3 of Schedule B. The allowance is calculated from the time of the Employee's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday, respectively.
- (d) Where it is necessary to:
  - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
  - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,

Employees are paid the reasonable actual cost, plus an amount set out at Item 4 of Schedule B.
- (e) When travelling to permanent residence/headquarters each week, Employees are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

#### 20.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For Employees who:
  - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
  - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in subclause 20.3.3(a)(ii), to travel to their permanent residence at weekends,

the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the Employee's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then Employees are entitled:
  - (i) if they have dependents, to return to their permanent residence every four weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every two weeks and have half their costs met by the Employer;
  - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the Employer's expense. Alternatively, Employees may return to their permanent residence every four weeks and have half their costs met by the RMS.
- (c) If the distance between an Employee's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that Employees are

unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then Employees are entitled:

- (i) if they have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every four weeks;
  - (ii) if they do not have dependants, to return to their permanent residence at the Employer's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the Employer may provide Employees with air transport.
- (e) If, in accordance with (b) and (c) above, Employees return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and Employees are paid travelling time as set out at subclause 19.2.2(b).
- (f) When Employees travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If Employees make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

## 20.4 Use of Private Motor Vehicle

### 20.4.1 General

- (a) Unless otherwise specified in this Award, Employees bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Employees may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the Employer than other forms of transport.
- (c) If Employees have approval to use a private motor vehicle for work purposes, they must have current:
  - (i) third party personal injury insurance; and
  - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.

### 20.4.2 Rates, Allowances and Expenses

- (a) Employees who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Employees will be paid:
  - (i) the Specified Journey Rate, as set at Item 18 of Schedule B for travel to and from a temporary work location; or when on official business where an RMS vehicle or other forms of transport are available, but the Employee elects to use their own private vehicle, with the approval of the Employer. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport;
  - (ii) the Official Business Rate as set at Item 17 of Schedule B for using a private vehicle on official business when no other means of transport is available, where



the Employee is directed to use their own vehicle by the Employer and the Employee agrees to do so;

- (iii) the Official Business Rate as set at Item 17 of Schedule B if, owing to a disability, the Employee is unable to use other transport.

#### 20.4.3 Private Use of RMS vehicles

- (a) Subject to management approval and the provisions of RMS's Light Motor Vehicle Policy and Guidelines (as varied from time to time), Employees may negotiate to include the private use of an RMS vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the RMS motor vehicle fleet and the vehicle being made available for general use during business hours.

### 20.5 Conditions and Allowances on Transfer

This clause applies to all Employees other than Casuals.

#### 20.5.1 General

- (a) Unless otherwise approved by the Employer, Employees are not paid allowances if they transfer:
  - (i) at their own request within a period of 2 years of taking up duty at their current headquarters;
  - (ii) under arrangements they have made directly with another Employee to exchange positions;
  - (iii) from one part of Sydney Metropolitan area to another as defined in RMS policy.
  - (iv) to a new headquarters within 34km of their previous headquarters; or
  - (v) for reasons of proven misconduct.

In the case of job swaps arising out of major restructures, RMS is prepared to consider the payment of transfer allowance in exceptional circumstances.

- (b) Where both spouses are Employees and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred Employees prior to relocating.
- (c) Where special circumstances exist and the Employer so approves, this clause shall apply to a transfer within the meaning of subclause (a)(i) or (a)(iv).

#### 20.5.2 Travelling and Accommodation Allowance

- (a) Employees who are transferred from one headquarters to another are paid the travelling allowance set out at subclause 20.3.1 until arriving at their new headquarters.
- (b) Employees who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
  - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at subclause 20.3, for the first eight weeks;

- (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the Employee can produce receipts of the expenses claimed. Employees are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the Employee has receipts, minus the amount each week set out at Item 20 of Schedule B;
  - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks;
  - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 12(c) of Schedule B.
- (c) Employees who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain the Employer's approval prior to the expiration of the above periods.
  - (d) Where the Employer is not prepared, under subclause 20.5.10, to meet the expense of transferring dependants, the Employee is paid the relevant accommodation allowances set out at subclause 20.3.
  - (e) If an Employee is separated from their dependents under circumstances set out above, then the Employee is entitled to the provisions for returning to permanent residence set out at subclauses 20.3.3 and 20.3.4.

#### 20.5.3 Sale and Purchase of Home When Transferred

- (a) Where an Employee is transferred and the Employer has agreed to meet the cost of relocating their dependants and possessions, the Employee is entitled to be reimbursed the costs associated with the sale of their current residence provided the Employee purchases a residence or land to build a home at the new location. The sale and purchase must occur:
  - (i) not earlier than 6 months prior to and no later than 4 years after the transfer; or
  - (ii) within a period not exceeding a further 4 years if the Employee is transferred again within the timeframe of (a).
- (b) This subclause also applies if an Employee sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

#### 20.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 20.5.3 applies, then the Employee may be reimbursed for the following expenses:
  - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the Employee's behalf, in respect of transactions limited to Schedule 1 of the Conveyancing Act 1919 (NSW);
  - (ii) stamp duty paid in respect of the purchase of the Employee's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions;
  - (iii) registration of transfer and discharge of mortgage;
  - (iv) any real estate agent's commission for the sale of the former residence;

- (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the Employee has purchased a residence or land on which to build a home at the new headquarters (the Employer may require the Employee to prove that reasonable efforts have been made to sell the former residence at a reasonable market price);
  - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence;
  - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in subclause 20.5.3(a) above is exceeded, the Employer will consider the Employee's circumstances and may require the Employee to provide full details as to why the sale and/or purchase of the residence or land could not be completed within the four-year period.
  - (c) The maximum amount Employees are reimbursed for items in subclause (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 8 of Schedule B.
  - (d) To be eligible for reimbursement in full for the amount of stamp duty in subclause (a)(ii) above, Employees must occupy their residence within 15 months of transfer to their new location.

#### 20.5.5 Telephone Connection

Employees will be reimbursed the cost of installing a telephone at their new location provided that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer; and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Employees must provide receipts when claiming reimbursement.

#### 20.5.6 Arrangement of Accommodation in Advance

- (a) Subject to approval, if an Employee and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the Employee is entitled to:
  - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used;
  - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation;
  - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location; and
  - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the Employee and their family member, provided the Employee produces receipts, up to a maximum of the amount specified in subclause 20.3.

- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, Employees are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if Employees have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, Employees are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 18 of Schedule B.
- (d) Employees are not entitled to the conditions above if they intend to re-occupy their own home.

#### 20.5.7 Weekly Allowance for Increased Rental Costs

- (a) Employees may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.
- (b) The weekly allowance is:
  - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location;
  - (ii) up to a maximum of the amount set out at Item 9 of Schedule B per week; and
  - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

#### 20.5.8 School Costs for Dependant Children

- (a) Where Employees have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 10(b) of Schedule B, provided that the Employee:
  - (i) pays the amount set at Item 10(a) of Schedule B, per week;
  - (ii) produces receipts of payment; and
  - (iii) produces a letter from the Department of Education and Training stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, Employees are entitled to reimbursement of the costs of replacing the essential school clothing listed from time to time in the DPC personnel circulars.
- (c) Employees may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

#### 20.5.9 Transfer of Household Furniture and Effects

- (a) Employees who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:

- (i) where the value of the household furniture and effects is more than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(b) of Schedule B.
  - (ii) where the value of the household furniture and effects is less than the amount set out at Item 7(a) of Schedule B, Employees receive the allowance set out at Item 7(c) of Schedule B.
  - (iii) where Employees change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (a) above, Employees receive the amount set out at Item 7(d) of Schedule B.
- (b) Employees are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
  - (c) Prior to incurring the expense outlined in subclause (b) above, Employees must submit a request to the Employer for approval to incur the expense, accompanied by:
    - (i) an inventory of the furniture and effects with their approximate value;
    - (ii) quotations from carriers for the cost of removal;
    - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
  - (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
  - (e) Employees who wish to extend the period of storage beyond eight weeks must obtain prior approval from the Employer.
  - (f) Employees must enter into a contract for the removal of furniture and effects because the Employer will not be responsible for any loss or damage to the furniture or effects in the course of removal.
  - (g) Employees are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 14 of Schedule B. Where the insured value exceeds this amount, the matter is to be referred to the Employer for consideration.

#### 20.5.10 Transfer of Dependants

- (a) If Employees transfer for the reasons set out in subclause 20.5.1(a)(i) or (ii) and special circumstances exist, upon application the Employer may choose to reimburse the entitlements set out below.
- (b) If Employees are transferred for the reason set out in subclause 20.5.1(a) (iv), they are entitled to the provisions set out below.
- (c) When Employees and their dependants travel to a new location, they are paid:
  - (i) the actual and necessary fares incurred by the most economical means of public transport available; or
  - (ii) the Official Business Rate as set out at Item 17 of Schedule B if Employees choose to travel by private vehicle.

- (d) If Employees travel during working hours they are entitled to travelling allowances as set out in subclause 20.3. Any time spent in excess of the quickest practicable public surface route is:
  - (i) deducted from annual leave; or
  - (ii) approved as leave without pay.
- (e) Where it is necessary for Employees to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If Employees submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (c), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at subclause 20.3.

#### 20.5.11 Special Leave for Transferred Employees

- (a) Where Employees are transferred in accordance with subclause 20.5.1, they are entitled to special leave of:
  - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage;
  - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

#### 20.5.12 Removal expenses on Retirement, Redundancy or Death

- (a) If Employees retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the Employer will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
  - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters;
  - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower; and
  - (iii) in the case of voluntary redundancy only, the Employee has not rejected an offer of redeployment.
- (b) Any separate claim made by the Employee's children or dependant relatives will be considered by the Employer provided that full particulars for the reason for special consideration are supplied.

#### 20.6 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 11 of Schedule B and discussed in this clause are the rates payable per annum.

- (b) Employees whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Employees whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to Employees whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to Employees whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Employees will be paid the dependant rate, set out at Item 11 of Schedule B, if their dependants also reside in the defined remote area.

#### 20.7 Fares Subsidy - Remote Areas

- (a) Employees who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the Employee takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and cannot be carried over to enable an Employee to make two claims in the following year.
- (d) Employees who travel by public transport are paid the lesser of:
  - (i) actual costs, less the amount set out at Item 12(a) of Schedule B; or
  - (ii) up to a maximum of the amount set out at Item 12(b) of Schedule B for the Employee and their spouse/dependants; or
  - (iii) up to a maximum of the amount set out at Item 12(c) of Schedule B if the Employee does not have a spouse/dependants.
- (e) Where Employees travel by private vehicle, they are paid:
  - (i) the Specified Journey Rate as set out at Item 18 of Schedule B; or
  - (ii) actual and reasonable costs in excess of the amount set out at Item 12(a) of Schedule B, whichever is the lesser, up to the maximum specified in 12(c) of Schedule B.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney.
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, Employees are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

#### 20.8 First Aid Allowance

- (a) Where the Employer designates an Employee who is qualified, as specified in Items 15 and 16 of Schedule B, to be available to provide First Aid duties and responsibilities, they shall be paid a First Aid Allowance appropriate to the qualifications held during any period they are so designated.
- (b) The First Aid Allowance is not payable where a first aid qualification is part of an Employee's essential job requirement.

#### 20.9 Sydney Harbour Bridge Allowance

A Works Supervisor who is employed on the maintenance of the structure of the Sydney Harbour Bridge shall be paid an allowance as set out at Item 13 of Schedule B.

#### 20.10 Uniform and Personal Protective Equipment

- (a) Salaried Employees
  - (i) Salaried Employees required to wear a uniform shall be responsible for maintaining such uniforms in a clean and pressed condition and shall be paid an allowance as set out in Item 25 of Schedule B for care and cleaning of uniform clothing.
  - (ii) The Employer shall provide free of charge such protective footwear, as necessary, which is reasonably expected to adequately protect all Employees in the workplace.
- (b) Professional Engineers
  - (i) Employees who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
  - (ii) Disciplinary action may be taken against Employees who fail to comply with directions regarding the use of protective clothing, footwear or equipment.
- (c) Maritime Employees
  - (i) Employees issued with a uniform are to wear the full uniform and keep it in good order.
  - (ii) Employees employed in front line customer contact positions only may be issued uniforms from the Employer. This includes all on water roles, customer service positions and survey Employees.
  - (iii) Replacement of uniforms shall be on a fair wear and tear basis.
  - (iv) The provisions of (iii) above shall not apply to Employees issued with uniforms in roles other than those described in (ii) above.
  - (v) Where an Employee is issued with protective clothing that clothing must be worn on duty except when a specific exemption has been allowed by the Employee's supervisor. Any Employee who has been issued with protective clothing and/or equipment, who reports for duty incorrectly attired may be stood down without pay or be otherwise deployed until such time as they are able to report for duty correctly attired.
  - (vi) Replacement of personal protective clothing will be on the basis of fair wear and tear.

#### 20.11 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
- (b) When on-call Employees are required:



- (i) to be available outside of ordinary working hours,
  - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
  - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
  - (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
  - (e) Employees who are on-call are not entitled to a disturbance allowance.
  - (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.

#### 20.12 Disturbance Allowance

- (a) This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause [574](#).
- (b) Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.
- (c) The disturbance allowance is:
  - (i) paid at a minimum of one hour of the ordinary hours rate
  - (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.
- (e) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.

### **SECTION 4 - HOURS OF WORK, OVERTIME, SHIFTWORK AND RELATED MATTERS**

#### **21. Hours of Work**

##### 21.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);

(iii) Work Support Employees (in which case the provisions of clause 43 shall apply);

(iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).

~~(v) Enforcement Operations Inspectors (in which case the provisions of clause 40 shall apply).~~

(c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

## 21.2 Ordinary Hours

(a) The provisions of subclause 21.2 do not apply to those Employees engaged in Shift Work. The ordinary hours of Shift Workers shall be as set out in clause 22.

(b) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances.

(c) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.

(c) Standard Hours Arrangement

(i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.

(ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:

(A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;

(B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;

(C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and management may agree to reduce the meal break to a minimum of 30 minutes.

(iii) For EOIs, the ordinary spread of hours for standard hours shall be 6am to 6pm with a lunch break of not less than 30 minutes in the Employee's time; or when rostered at an RMS Safety Station; or where required by the Employer, a 20 minute crib break. [Note: reinstated]

- (d) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement
- (i) Flexitime arrangement is defined as where an Employee is able to:
- (A) vary their start and finish times within the bandwidth;
- (B) accrue one flex day (7 hours) in each 4 week settlement period;
- (C) take flex leave at any time throughout the 4 week settlement period with management approval.
- (ii) Once approved, a Flexitime Arrangement is defined as a program where Employees determine their own start and finish times within the bandwidth, in consultation with their manager and taking into consideration the requirements of their role.
- (iii) Flexitime will accrue where an Employee works additional hours above 140 hours in a settlement period in accordance with this clause.
- (iv) Where the operational requirements allow, the working of a flexitime arrangement shall be extended to an Employee working under a part time work arrangement. Except for provisions contained in subclauses 21.2(d)(xi), (xiv) and (xv), all other provisions under this subclause shall be applied pro rata to an Employee working under a part time work arrangement.
- (v) Attendance - An Employee's attendance in excess of ordinary hours but within the bandwidth shall be subject to the availability of work.
- (vi) Bandwidth - The bandwidth shall be between the hours of 7.00 am and 7.00 pm Monday to Friday, unless otherwise agreed between the Employer and the Employee.
- (vii) Minimum hours of work on any day will be 5 for a full-time Employee and 3 for a part-time Employee, excluding breaks.
- ~~(viii) Maximum hours of work on any day to be accredited as flexitime will be 10 hours, excluding breaks.~~
- (viii) Lunch break - The standard lunch period shall be no less than ½ hour. Lunch breaks may be up to 2½ hours taking into consideration the requirements of the role, and no more than 1 hour. However, by agreement with the Employer, an Employee may take up to 2½ hours.
- (ix) Settlement period - The settlement period shall be four weeks, and for time recording purposes, the settlement period and flex leave must coincide.
- (x) Contract hours - The contract hours for a settlement period shall be calculated by multiplying the Employee's weekly contract hours by the number of weeks in a settlement period.
- (xi) Flexible working hours credit - An Employee may carry a maximum of 10 hours credit into the next settlement period. Subject to clause 21.2(d)(xiii) and 21.2(d)(xvi), additional hours are forfeited.
- (xii) Any credit of hours outstanding on an Employee's last day of duty is to be paid by adding the monetary value to any unpaid salary or to the monetary value of accrued annual/extended leave.

(xiii) Weekly hours worked during the settlement period are to be monitored by the Employee and their supervisor. If it appears that the Employee may exceed an accumulated work time of 150 hours in a settlement period, or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period is likely to exceed 150 hours, the Supervisor shall, with the agreement of the Employee, seek the approval of the Employer, in writing, to allow the Employee to accrue additional hours worked above 150 hours per settlement period for a period of up to 3 months and how, if accrued, the additional hours are to be utilised through flex leave.

(xiv) Flexible working hours debit - The following provisions shall apply to the carry over of flexible working hours debits:

(i) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;

(ii) Where the debit exceeds 10 hours, the excess will be debited from a following pay as leave without pay, unless the Employee elects to be granted available annual or extended leave to offset the excess.

(iii) Any debit of hours outstanding on an Employee's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued annual/ extended leave.

(xv) Flex leave - Subject to operational requirements:

(i) An Employee may use credit hours to take off the equivalent of one full day or two half days in a settlement period of 4 weeks.

(ii) Flex leave can be taken for a minimum period of 1 hour and thereafter in 15 minute increments, may be taken in divisions of 1/4 day, 1/2 day, 3/4 day or 1 full day.

(iii) Flex leave may be taken on consecutive working days.

(iv) Absences on flex leave may be combined with other periods of authorised leave.

(xvi) Banked days - If an Employee is unable to take flex leave in accordance with clause 21.2(d)(xv) due to operational requirements, an Employee can bank flex leave and is entitled to have banked up to four untaken flex days at any one time. Subject to approval, the Employee can take up to four banked days plus the current settlement periods flex day, to take a maximum of five consecutive working days off at an appropriate time. All banked days that are not taken by 31 January following the year in which the days are banked are forfeited unless retention is approved by the Secretary.

(xvii) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in subclause 21.2(d)(xvi), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.

(xviii) Flexitime Arrangements will not be used to replace shift work or temporary shift arrangements, or where work would be more appropriately arranged under the shift work provisions of this Award.

(e) Banktime arrangement for EOIs

(i) Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.

- (ii) Subject to subclause 21.2(e)(i), one accrued day off may be taken in each four week work cycle.
- (iii) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.
- (iv) Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.
- (v) Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
- (vi) In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum). [Note: reinstated]

## **22. Shiftwork**

### 22.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
  - ~~(v) Enforcement Operations Inspectors (in which case the provisions of clause 40 shall apply);~~
  - (v) Traffic Commanders (in which case the provisions of clause 45 shall apply).
- (c) Should any specific provisions in relation to the hours of work be inconsistent with the general provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

### 22.2 Shift Work Hours

- (a) For Salaried Employees rostered on shift work (including field work), unless specific provisions apply:
  - (i) Day shift means those shifts where ordinary hours are worked between 7.00am and 5.00pm Monday to Friday;
  - (ii) Afternoon shift means those shifts where ordinary hours commence at or after noon Monday to Friday.

- (iii) Night Shift means those shifts where ordinary hours finish at or before 10.00am Monday to Friday.
  - (iv) the ordinary hours for day shift shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive. The only break will be for lunch. The lunch break shall be taken in the Employee's time and shall not be regarded as working time;
  - (v) the ordinary working hours for afternoon and night shifts shall not exceed those worked daily or weekly by other Head Office Employees working normal hours Monday to Friday. Meal breaks shall be of thirty minutes duration and shall be taken as part of the ordinary working hours, to be paid for at the appropriate shift rate;
  - (vi) no Employee shall be required to work more than five consecutive hours without a meal break.
- (b) For Salaried Employees rostered on Field Work who work Shifts, and unless specific provisions apply:
- (i) an Employee shall be given at least 48 hours' notice of a requirement to work shift work;
  - (ii) notice of any alteration to shift hours shall be given to the Employee not later than ceasing time of the previous shift.
  - (iii) no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (c) For Salaried Employees rostered on Field Work who work Shifts and whose ordinary hours are thirty eight per week, and unless specific provisions apply:
- (i) Employees shall accrue 0.4 of one hour for each shift worked to allow one shift to be taken off as a paid shift for every twenty shift cycle. The twentieth shift shall be paid for at the shift rate(s);
  - (ii) each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes;
  - (iii) an Employee who has not worked, or is not regarded by reason of subclause 22.2(b)(ii) as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each shift worked (or fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered day off, or in the case of termination of employment, on termination;
  - (iv) Employees working under [subclause 22.2\(a\)](#), shall agree upon arrangements with the Employer for rostered paid days off during the twenty shift cycle or for accumulation of accrued days, provided that such accumulation shall be limited to no more than five such accrued days before they are taken as paid days off, and when taken the days shall be regarded as days worked for accrual purposes in the particular twenty shift cycle;
  - (v) once such shifts have been rostered they shall be taken as paid shifts off provided that in emergencies, when the Employer requires an Employee to work on the rostered shift off and the Employee does so, the Employee shall take one paid shift off before the end of the succeeding work cycle, and the Employee shall be paid for the shift worked at the rates prescribed for Saturday work in [subclause 23.5\(a\)](#).

### 22.3 Payment for Shift Work

- (a) Payment for day shift shall be at ordinary rates of pay.

- (b) For Professional Engineers, payment for an early morning shift shall be at the ordinary rate of pay plus 12 ½%.
- (c) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (d) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (e) For Salaried Employees engaged in Field Work working Shift Work:
  - (i) payment for day shift shall be at ordinary rates of pay;
  - (ii) Employees shall be paid at the rate of time and one quarter when working on the second (afternoon) shift on either a two or three shift system;
  - (iii) if three shifts are worked, the third night shift shall be paid for at the rate of time and one quarter;
  - (iv) where Employees are required to work on a shift not worked on a two or three shift system, which commences at or after 4.00pm and which finishes at or before 7.00am, such shift shall be of no longer duration than eight hours and shall be paid for at the rate of time and one half;
  - (v) where the arrangement for working shifts provides for shifts on less than five continuous working days then overtime rates shall be applicable; provided also that in cases where less than a full week is worked due to the action of the Employee then in such cases the rate payable for the actual time worked shall be ordinary shift rates.

#### 22.4 Shift Work Rosters

- (a) For Salaried Employees rostered on shift work (including those on Field Work), unless specific provisions apply:
  - (i) Employees shall be rostered to work shifts on a rotating basis as required by the Employer provided that not more than five consecutive shifts shall be worked in seven consecutive days;
  - (ii) wherever reasonably practicable, notice shall be given at least seven days in advance of shifts to be worked. Rotating shifts shall rotate weekly commencing Monday. Where three shifts per day are being worked, the order of rotation shall be from day shift to night shift, from night shift to afternoon shift and from afternoon shift to day shift;
  - (iii) an Employee on rotating shifts shall not be rostered to work more than two weeks on afternoon shift and/or night shift in any period of three working weeks other than by agreement between the Employer and the Employee. The Employee shall be paid at the rate of time and a half of the ordinary time worked on afternoon and/or night shift in excess of two consecutive weeks until the shifts are rotated.

#### 22.5 Ordinary Hours on a Saturday or Sunday for Salaried Employees and Professional Engineers

- (a) Unless prescribed in this Award, any ordinary hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (b) Unless prescribed in this Award, any ordinary hours worked on a Sunday shall be paid at the rate of double time.

#### 22.6 For Salaried Employees who are Shift Workers:

- (a) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
- (b) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

22.7 For Professional Engineers rostered for Shift Work:

- (a) the Employer may roster Employees to work shifts on a rotating basis;
- (b) the ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non shift workers in the same classification who work Monday to Friday;
- (c) where practicable, Employees will be given seven days' notice of the shifts to be worked;
- (d) a meal break must be a minimum of 30 minutes duration.
  - (i) Except in an emergency, Employees must not work more than five hours without a meal break.
  - (ii) A meal break during a day shift is unpaid and does not count as time worked.
  - (iii) A meal break during an early morning, afternoon or night shift is taken as part of the ordinary working hours and is to be paid at the appropriate shift rate.
  - (iv) Employees who are given less than 24 hours' notice of a change to a roster or are required to work a shift on a rostered day off will be paid a Meal allowance as specified in Item 2 of Schedule B.
- (b) For Professional Engineers rostered on rotating shift work:
  - (i) Employees must not be rostered to work more than five consecutive shifts in seven consecutive days;
  - (ii) the roster is to rotate weekly and runs from either Monday to Friday or Sunday to Thursday;
  - (iii) where three shifts per day are being worked, the order of rotation of shift is day shift to night shift, from night shift to afternoon shift, and from afternoon shift to day shift.
  - (iv) Employees must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the Employee requests this arrangement and the Employer agrees.
- (c) For Professional Engineers engaged on temporary night shift work:
  - (i) temporary shift work is worked between Sunday to Thursday inclusive or Monday to Friday inclusive;
  - (ii) arrangements for temporary shift work must be by agreement with local management provided that the choice of shift patterns does not prevent the Employer from applying shift work provisions to other Employees;
  - (iii) for the purpose of this subclause, 'temporary shift work' means shift work for up to 2 weeks;
  - (iv) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:



Shift	Loading
Early morning	12.5%
Afternoon	25.0%
Night	50.0%

- (v) if a normal shift is worked between Monday and Friday, the Friday shift starts before and finishes after midnight Friday. If a normal shift is worked between Sunday and Thursday, the Sunday shift starts before midnight Sunday;
  - (vi) Employees who work according to a temporary shift work arrangement on a Saturday, Sunday or public holiday must be paid overtime rates provided Friday shifts referred to in (v) above are paid at ordinary rates and Sunday shifts referred to in (v) above are paid at ordinary shift rates after midnight Sunday.
  - (vii) Employees who work in excess of the agreed ordinary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
  - (viii) Employees who are required to work temporary shift work must be given at least 48 hours' notice. If shift hours are changed, Employees must be notified by the finishing time of their previous shift;
  - (ix) Employees must not work more than one ordinary shift on any one day (eg a day shift and a night shift). If Employees are required to work a second shift on a given day, the second shift is paid as overtime;
  - (x) Employees who work according to a temporary shift arrangement of less than five consecutive working days (and this is not due to their actions), shall be paid overtime rates. Any public holidays, ADOs or leave is counted as single days worked and forms part of the calculation towards the completion of five consecutive days;
  - (xi) Unless provided for in this clause, no Employee who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.
- (d) Professional Engineers engaged in shift work who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in subclause 22.7(b) (shift work rosters), are to be paid time and one half for all ordinary time worked on the afternoon and/or night shift in excess of two consecutive weeks, until the shifts are rotated.
- (e) For EOIs on shift rosters, where notice is given of a change in shift with less than seven days' notice any shift so worked shall be paid at the rate of the previously rostered shift if it is greater. [Note: reinstated]

## 23. Overtime

### 23.1 Application of this Clause

- (a) With the exception of subclause 23.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions clause 43 shall apply);

- (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (bc) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (de) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available staff.

### 23.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in subclause 23.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including EOIs), other than Shift Workers:
  - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
  - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees and Professional Engineers working under flexible working hours:
  - (i) payment of overtime will be made only where the Employee works **approved directed** overtime;
  - (ii) any hours **approved directed** to be worked outside the Employee's ordinary hours of duty, if working a standard hours arrangement, or outside the bandwidth, if working under a flexitime arrangement, shall be overtime and managed in accordance with overtime provisions of the Award;
  - (iii) a manager may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work more than 8 ordinary hours **within the bandwidth** (excluding breaks) in any one day. Where an Employee agrees to the request, such hours shall be paid as overtime;
  - (iv) a manager may request an Employee who works under a flexitime arrangement to work overtime where they want an Employee to work between 7.00am and 7.30am or 6.00pm and 7.00pm. An Employee can choose to accept or decline such a request. If an Employee accepts the request the time worked will be counted and paid as overtime.
  - (v) where overtime is worked prior to the bandwidth and is continuous with ordinary hours, such overtime shall continue to 7.30am, after which time flex hours shall accrue; and
  - (vi) where overtime is worked after the bandwidth and is continuous with ordinary hours, such overtime shall commence at 6pm, at which time flex hours shall cease to accrue.
- (d) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between Employees concerned and local management, up to four ADOs may be accumulated.
- (e) For Salaried Employees (including EOIs and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:

- (i) Employees who are paid a special allowance in lieu of overtime;
  - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
  - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (f) For Professional Engineers, there is no entitlement to be paid overtime if:
- (i) the Employee is paid an allowance in lieu of overtime;
  - (ii) prior approval has not been given by the Employer to approve overtime; or
  - (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.

- (g) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

### 23.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee working hours which are unreasonable. For the purposes of this clause what is unreasonable or otherwise will be determined having regard to:
  - (i) any risk to the Employee's health and safety;
  - (ii) the Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
  - (v) any other relevant matter.

### 23.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in subclause 23.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.

- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (fe) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (gf) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (hg) Employees are provided a meal allowance on the condition that:
  - (i) money was spent in obtaining the meal,
  - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
  - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
  - (iv) the time taken for the meal break is not regarded as time worked.
- (ih) During paid meal breaks Employees must remain available to carry out duties if required.

#### 23.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including EOIs) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
  - (i) subject to subclause 23.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
  - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
  - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
  - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;
  - (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
  - (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:

- (i) leave in lieu of payment shall be taken at the convenience of the Employer;
- (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
- (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
- (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
- (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

### 23.6 Minimum Rest Period

- (a) For Salaried Employees (including EOIs), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (b) Professional Engineers who work overtime are entitled to:
  - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
  - (ii) not being required to be on duty for more than 16 consecutive hours;
  - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
  - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
  - (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
  - (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

## **24. Flexible Working Practices**

- 24.1 RMS recognises the importance of ensuring Employees maintain a work/life balance. Workplace flexibility underpins staff performance and productivity and is a key contributor to the achievement of RMS' corporate objectives. It also contributes to the attraction and retention of people with valuable skills, and assists the participation of diverse groups in the workforce.
- 24.2 RMS supports a number of workplace flexibility initiatives and will not unreasonably refuse an Employee's request for flexible working options as long as the arrangements can be structured to maintain business efficiency and productivity. Where it is not possible to accommodate such a request:
  - (a) the Employee's manager is to provide the Employee within a reasonable time:

- (i) the reason(s) the request cannot be granted;
  - (ii) any alternative arrangements RMS can provide the Employee; and
  - (iii) any other relevant information that will assist the Employee to understand the reasons the request has been rejected
- (b) Should no alternative arrangements be provided, the Employee may apply to the General Manager Human Resources for a review of the request who will consider the matter and provide a recommendation to the Employee and their manager.
  - (c) Should no agreement be reached following the steps outlined above, the Employee may choose to have the matter progressed under clause 5 Dispute Settlement Procedure.
- 24.3 In addition to leave and flex-time/time in lieu initiatives, examples of workplace flexibility initiatives that can be considered include:
- (a) Teleworking (including working from home or a specified RMS Telecentre)
  - (b) Changing from full-time to part-time employment on a temporary or permanent basis
  - (c) Job-sharing
  - (d) Phased retirement arrangements
  - (e) Other negotiated flexible working requests
- 24.4 Consideration and approval of flexible working initiatives is in accordance with the RMS Workplace Flexibility Policy and other relevant Policies, Procedures or Guidelines.

## **SECTION 5 - LEAVE AND PUBLIC HOLIDAYS**

### **25. Annual Leave**

- 25.1 Subject to this clause, annual leave is in accordance with the Annual Holidays Act, as in force from time to time.
- 25.2 Where operational requirements permit, the wishes of the Employee will be taken into account on the time annual leave is taken.
- 25.3 Employees accrue annual leave at the rate of one and two-thirds days per month from the date of appointment. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 25.4 An Employee is entitled to be paid in advance for periods of approved annual leave.
- 25.5 Additional Conditions applicable to Salaried Employees
- (a) The following Salaried Employees are entitled to accrue five additional days of annual leave per annum accruing monthly if:
    - (i) they are in receipt of a Remote Area Allowance prescribed in subclause 20.6;
    - (ii) they are stationed at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
    - (iii) they are employed on a six or seven-day week three shift roster.

- (b) Salaried Employees entitled to accrue five days additional annual leave per annum in accordance with subclause 25.5(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Annual leave will not accrue during any period that a Salaried Employee is absent without pay if the period of absence exceeds 28 consecutive days.
- (d) Salaried Employees must take at least two consecutive weeks of annual leave every 12 months, unless otherwise approved in special circumstances.
- (e) The Employer may notify Salaried Employees when accrued annual leave reaches six weeks. Salaried Employees may be directed to take at least two weeks annual leave within three months of the notification at a time convenient to the Employer.
- (f) The Employer may notify Salaried Employees when accrued annual leave reaches eight weeks. Salaried Employees will be directed to take at least two weeks annual leave within six weeks of the notification at a time convenient to the Employer.

#### 25.6 Additional Conditions applicable to Professional Engineers

- (a) Professional Engineers are entitled to accrue five additional days of annual leave per annum accruing monthly if:
  - (i) they are in receipt of a Remote Area Allowance in accordance with subclause 20.6; or
  - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah or Narrabri; or
  - (iii) they are employed as a six or seven-day continuous shift worker.
- (b) Professional Engineers entitled to accrue five days additional annual leave per annum in accordance with subclause 25.6(a) can cash out the monetary value of the additional five days leave once in any twelve month period.
- (c) Professional Engineers do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

#### 25.7 Conditions applicable to Maritime Employees

- (a) The following Maritime Employees are entitled to accrue five additional days of annual leave per annum accruing monthly:
  - (i) Boating Safety Officers, Senior Boating Safety Officers and Boating Education Officers working weekends and public holidays;
  - (ii) Maritime Environmental Services Team Leaders and Maritime Environmental Service Officers; and
  - (iii) Maritime Employees stationed indefinitely in a remote area of the State being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913.
- (b) Maritime Employees are subject to the specific provisions regarding the taking of annual leave contained in section 8 of Part B.
- (c) The maximum annual leave balance of a Maritime Employee will be no more than 30 days (or pro rata equivalent for part-timers) by the end of the NSW school holidays in July each year. Where an Employee does not voluntarily schedule leave to meet the required target the Maritime Employee will be directed to take leave.

- (d) An Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their personal carer's responsibilities.
- (e) A Maritime Employee may elect, with the Employer's Agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their personal carer's responsibilities.

#### 25.8 Payment of Leave Upon Cessation of Employment

- (a) When Employees cease employment with the Employer, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Salaried Employees and Professional Engineers may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.
- (d) If subclause 25.8(c) applies then:
  - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
  - (ii) the ordinary rate of pay will be increased by any increment which the Employee becomes eligible for during the period of annual leave, and
  - (iii) the final date of service is recognised as the final day of the annual leave taken.

#### 25.9 Sick Leave While on Annual Leave

- (a) Employees who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Employees are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the Employee is retiring.

#### 25.10 Annual Leave Loading for Salaried Employees

- (a) Salaried Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated up to a maximum salary of USS Grade 11.
- (b) The annual leave loading shall be paid to Salaried Employees subject to the following conditions:
  - (i) The full entitlement to the loading on annual leave that a Salaried Employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year a Salaried Employee takes sufficient leave to permit them to be absent from duty for at least two consecutive weeks, of which at least one week is annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.



- (ii) In the event of no such absence occurring by 30 November of the following year, a Salaried Employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.
- (iii) Shift Workers - Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty or the 17.5 percent annual leave loading as herein prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which fall on a seven-day shift worker's rostered day off. In the case of seven-day continuous shift workers, the 17.5 per cent annual leave loading is to be calculated on the basis of 17.5 per cent of five weeks ordinary salary.
- (iv) On cessation of employment, other than termination of the Salaried Employee for misconduct, a Salaried Employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

## **26. Sick Leave**

26.1 An Employee is entitled to take paid accrued sick leave in accordance with this clause, for periods where the Employee is unable to perform their duties because of an illness or injury. Paid sick leave will not be granted during periods of Leave Without Pay.

26.2 Entitlement and Accrual for Employees

- (a) Sick leave on full pay accrues day by day to Salaried Employees at the rate of 15 days for each year of service and is cumulative.
- (b) At the commencement of employment with the Employer Employees will be granted an accrual of 5 days sick leave.
- (c) After the first four months of employment Employees shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (d) After the first year of service Employees shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (e) Additional Special Sick leave may be granted in the following circumstances:
  - (i) the person has 10 or more years of continuous service;
  - (ii) the person has been or will be absent for more than three months; and
  - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Extended Special Sick Leave may be granted at the discretion of the Chief Executive in the following circumstances:
  - (i) Where an Employee has exhausted the grant of all forms of sick leave that are available to the Employee, application may be made to the Chief Executive for Extended Special Sick Leave.

- (ii) Extended Special Sick Leave is designed for long term illness or injury and may only be sought after other forms of sick leave have been exhausted.
- (iii) RMS will require medical evidence to support such applications.
- (g) Employees who are ex-services personnel and have an a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.

#### 26.3 Entitlement and Accrual for Professional Engineers

- (a) At the commencement of employment with the Employer, a full time Professional Engineer is granted an accrual of 5 days sick leave.
- (b) After the first four months of employment, the Professional Engineer shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (c) After the first year of service, the Professional Engineer shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (d) Sick leave is cumulative.
- (e) An additional period of sick leave may be granted in the following circumstances:
  - (i) the person has 10 or more years of continuous service;
  - (ii) the person has been or will be absent for more than three months; and
  - (iii) the person has exhausted or will exhaust available paid sick leave.

The additional period of sick leave may be granted on the basis of one month for each completed 10 years of service plus 10 calendar days, less all Additional Special Sick Leave taken during service.

- (f) Employees who are ex-services personnel and have a war caused disability (being an illness or injury resulting from armed service in a recognised war zone) accepted by the Department of Veterans' Affairs will be granted additional sick leave entitlement of 15 days per calendar year non-cumulative.
- (g) Sick leave without pay shall count as service for the accrual of annual leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

#### 26.4 Notification and Evidence requirements

- (a) An Employee must inform their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the Employee's starting time as possible.
- (b) The granting of paid or unpaid sick leave is subject to the Employee:
  - (i) providing notice of the absence as per subclause 26.4(a); and
  - (ii) appropriate evidence requirements in subclause 26.4(c)-(f).
- (c) For Salaried Employees and Professional Engineers (other than Maritime Employees), an Employee absent on account of sickness for more than two consecutive days, or a total of five

days in any one year, or when otherwise requested by the Employer, must provide medical certificates or other evidence showing the nature of the illness and its probable duration.

- (d) In the case of extended absence, an Employee may be required to furnish fresh medical certificates each week or submit to an examination by a medical practitioner nominated by the Employer.
- (e) Maritime Employees absent on account of sickness must provide a valid medical certificate for any period exceeding 5 days in any one year or when otherwise requested by the Employer.
- (f) Backdated medical certificates will not be accepted. If an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Employer is satisfied that the reason for the absence is genuine.
- (g) If the Employer is concerned about the diagnosis described in the evidence of illness produced by the Employee, after discussion with the Employee, the Employee's application for leave and the evidence provided can be referred to an approved medical practitioner for advice. The type of leave granted to the Employee will be based on such advice. If sick leave is not granted, the Employer will consider the wishes of the Employee when determining the type of leave to be granted.
- (h) Employees on an Absence Management Program may not be offered or directed to work overtime.

## **27. Carer's Leave**

27.1 Carer's Leave may be available to assist Employees in relation to categories of persons who need the Employee's care and support to provide such care when a specified person is ill.

27.2 Entitlement for Salaried Employees and Professional Engineers

In this subclause 'Employee' means Salaried Employees and Professional Engineers.

- (a) Employees will be able to elect to use available paid sick leave that has been accumulated over the previous three years, subject to the conditions specified in this subclause, to provide short term care and support when a person identified in subclause 27.2(d) is ill and requires the Employee's care and support.
- (b) In special circumstances, Employees may be granted additional sick leave from their sick leave entitlement accumulated during their employment.
- (c) Employees will be entitled to Carer's Leave when:
  - (i) their entitlements to FACSLS is exhausted; and
  - (ii) they are responsible for the care and support of a category of person set in subclause 27.2(d).
- (d) Employees will be entitled to Carer's Leave for the care and support of an ill:
  - (i) Family Member;
  - (ii) relative who is a member of the same household where, for the purposes of this definition:
    - (A) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - (B) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and

(C) 'household' means a family group living in the same domestic dwelling.

- (e) The Employee shall, if required:
  - (i) establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person; or
  - (ii) establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (f) In normal circumstances, an Employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

#### 27.3 Entitlement for Maritime Employees

- (a) Paid leave of up to 5 days per calendar year may be granted to Maritime Employees to provide short term care or support when a person identified in subclause 27.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers) is ill and requires the Employee's care and support.
- (b) Paid Leave may also be provided for Maritime Employees in the case of the death of a person identified in subclause 27.2(d) (Carer's Leave Entitlement for Salaried Employees and Professional Engineers). In the case of bereavement, if carer's leave has been exhausted, then Special Leave can be requested. Casual Employees, although not entitled to payment for Carer's Leave or Bereavement Leave, shall be entitled to not be available to attend work or to leave work upon the death of a family member in Australia, and subject to satisfactory evidence.
- (c) For Casual Employees engaged in Maritime, who seek to not be available to attend work upon the death of a family member, the period of which the Employee will be entitled to not be available to attend work shall be agreed to between the parties, or in the absence of agreement the Employee is entitled to not be available to attend work for up to 48 hours per occasion. The Employer must not fail to re-engage a casual Employee because they accessed such leave, and the rights of the Employer to engage or not engage a Casual Employee are not affected. The Casual Employee should, as soon as reasonably practicable, inform the Employer or their inability to attend for duty.
- (d) If carer's leave has been exhausted, then untaken sick leave of up to 5 days a year may be accessed for the current year and the three previous years.
- (e) A Maritime Employee may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or time agreed by the parties in order to meet their carer's responsibilities.
- (f) A Maritime Employee may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due in order to meet their carer's responsibilities.
- (g) The Employee shall, if required, establish either by production of a medical certificate or other acceptable documentation, the illness of the person concerned and that the illness is such as to require care by another person.

#### 27.4 Entitlement for casual Employees

- (a) Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 27.2(d) who is sick and requires care due to an unexpected emergency, or the birth of a child.

- (b) The Employer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- (c) If required by the Employer, the Employee must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The Employer will not fail to re-engage Casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage Casual Employees are not affected.

## **28. Family and Community Service Leave**

- 28.1 Employees may be granted FACSL for reasons related to unplanned and emergency family responsibilities or other specified emergencies and may include, but are not limited to, the following:
- (a) for reasons related to responsibilities for a Family Member;
  - (b) for reasons related to the death of a Family Member or relative;
  - (c) for reasons related to performance of community service;
  - (d) in case of pressing necessity, natural disaster or major transport disruption, or
  - (e) for the purpose of adoption interviews or examinations.
- 28.2 The maximum amount of FACSL that an Employee will accrue at ordinary rates is:
- (a) two and a half days in the first 12 months of service;
  - (b) two and a half days in the second year of service; and
  - (c) one day for each completed year of service, less the total amount of any FACSL already taken by the Employee.
- 28.3 Part-time Employees are entitled to FACSL on a pro-rata basis, based on the number of hours worked.
- 28.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to a Professional Engineer (or up to 3 days if the Employee is a Salaried Employee).
- 28.5 If available FACSL is exhausted as a result of natural disasters, RMS shall consider applications for additional FACSL if some other emergency arises.
- 28.6 RMS may also grant Employees other forms of leave such as accrued annual leave, time off in lieu and flex leave for family or community service responsibilities.
- 28.7 Employees who have had immediate previous employment in the NSW Public sector may transfer their FACSL from their previous Employer.
- 28.8 Bereavement Leave for Casuals
- (a) Casual Employees are entitled to be unavailable to work, or may leave work, if a Family Member or relative as defined in subclause 27.2(d) (Carer's leave) dies.
  - (b) Casual Employees can be unavailable to work for up to 48 hours (two days work). However, the Employee and the Employer can also make an agreement on a timeframe for the absence that is

either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the Employee is absent from work or makes themselves unavailable to work.

- (c) Casual Employees will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The Employer may require casual Employees to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death.
- (e) The Employer will not fail to re-engage casual Employees because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the Employer to otherwise engage or not engage casual Employees are not affected.

## **29. Maternity, Adoption and Parental Leave**

### 29.1 General Provisions

- (a) Maternity, Adoption and Parental Leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
  - (i) for Maternity Leave and Other Parent Leave, an unbroken period of two weeks at the time of birth of the child;
  - (ii) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- (b) Employee can access available accrued annual or long service leave during any period of maternity, adoption or parental leave, provided that such leave taken does not extend the period of leave.

### 29.2 Maternity Leave

- (a) General
  - (i) Maternity leave is available to female Employees (including those employed as casuals who have worked on a regular and systemic basis with RMS for at least 12 months) to enable them to take leave in connection with the pregnancy or birth of a child.
  - (ii) An Employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (b) Paid Maternity Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of Parental Leave are entitled to paid maternity leave at their ordinary rate of pay for:

- (i) up to fourteen weeks, or
  - (ii) the period of maternity leave taken,
- whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

- (c) Unpaid Maternity Leave

- (i) Pregnant Employees are entitled to maternity leave:

- (A) on a full-time basis for a period of not more than nine weeks prior to the expected date of giving birth; and
  - (B) for a further period ending not more than 12 months after the date of giving birth.
- (d) Where the pregnancy ends not in the birth of a living child, within 28 weeks of the expected date of birth, the Employee may elect to take paid or unpaid maternity leave or sick leave and negotiate their date of return to work with the Employer.
  - (e) Where an Employee has a pregnancy related illness, the Employee is entitled to take paid sick leave or accrued annual leave or extended leave or unpaid special maternity leave.

### 29.3 Adoption Leave

#### (a) General

- (i) Employees are entitled to adoption leave when they are to be the primary care giver of either an adopted child or a child subject to a parentage order made under the Surrogacy Act 2010.
- (ii) Adoption leave commences on the date that the Employee takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child.

#### (b) Paid Adoption Leave

Employees who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service prior to the commencement of adoption leave are entitled to paid leave at their ordinary rate of pay for:

- (i) fourteen weeks, or
- (ii) the period of adoption leave taken,  
whichever is the lesser period.

Leave may be taken at full pay, half pay or as a lump sum.

#### (c) Unpaid Adoption Leave

- (i) Employees are entitled to adoption leave for a maximum period of 12 months.
- (ii) If approved, unpaid adoption leave may be taken as:
  - (A) part-time for a period not exceeding two years; or
  - (B) partly full-time and partly part-time over a proportionate period of up to two years.

#### (d) Special Adoption Leave

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

### 29.4 Parental Leave

#### (a) General

- (i) Parental leave will be granted for a period of up to 12 months to Employees who are not entitled to maternity or adoption leave to enable parents to share in the responsibility of caring for their young children.
- (ii) Parental leave may commence at any time up to two years after the date of birth of a child or the date of placement of an adopted child.
- (iii) Parental leave is granted without pay except as provided in subclause 29.4(d).
- (b) Short other parental leave - an unbroken period of up 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption or surrogacy, from the date of taking custody of the child.
- (c) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the Employee as provided for in subclause 29.8(b). Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (d) Paid Parental Leave
  - (i) Employees who have completed at least 40 weeks continuous service prior to the commencement of parental leave are entitled to be paid at their ordinary rate of pay for:
    - (A) One week on full pay, or
    - (B) Two weeks on half pay.
  - (ii) The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

#### 29.5 Annual and extended leave during maternity, adoption or parental leave

An Employee may elect to take available annual leave or extended leave within the period of maternity, adoption or parental leave provided this does not extend the total period of such leave.

#### 29.6 Subsequent maternity or adoption leave - pay rate

An Employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

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

#### 29.7 Alternative Duties

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



as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born, whichever is the earlier.

#### 29.8 Communication during Maternity, Adoption and Parental Leave

- (a) Where Employees are on maternity, adoption or parental leave and RMS makes a definite decision to introduce significant change at the workplace, RMS will 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; and
  - (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 held before commencing maternity, adoption or parental leave.
- (b) Employees must 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) Employees must notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with subclause 29.8(a) above.

#### 29.9 Right to Request

- (a) An Employee who has taken leave in accordance with subclauses 29.2, 29.3 or 29.4 may make a request to the Employer to:
  - (i) take leave part-time over a period not exceeding two years, or partly full-time and partly part-time over a proportionate period of up to two years;
  - (ii) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months (on a full time basis);
  - (iii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
  - (iv) have part-time hours structured in a way to enable carer responsibilities to be fulfilled.to assist the Employee in reconciling work and parental responsibilities.
- (b) The Employer shall consider a request under subclause 29.9(a)(ii) and (iii) above having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 29.10 Return to Work

- (a) An Employee has the right to her/his former position if she/he has taken leave in accordance with subclauses 29.2, 29.3, 29.4 or 29.9(a) and she/he resumes duty immediately after the approved leave or work on a part time basis,
- (b) If the position occupied by the Employee immediately prior to the taking of leave in accordance with subclauses 29.2, 29.3, 29.4 or 29.9(a) has ceased to exist, but there are other positions available that the Employee is qualified for and is capable of performing, the Employee shall be appointed to a position for which they are qualified subject to availability.

29.11 The Employer shall not fail to re-engage a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because:

- (a) the Employee or the spouse is pregnant, or
- (b) the Employee is or has been immediately absent on maternity leave or adoption leave.

Provided the rights of the Employer in relation to engagement or re-engagement of casual Employees are not affected, other than in accordance with this clause.

### **30. Lactation Breaks**

30.1 A lactation break is provided to lactating mothers for the purposes of breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided in this Award.

30.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

30.3 A part time Employee working 4 hours or less per day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

30.4 A flexible approach to the timing and general management of lactation breaks must be taken by the Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.

30.5 The RMS will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, will be provided where practicable.

30.6 Where it is not practicable to provide the appropriate space or facilities, discussions between the manager and the Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactating needs.

30.7 The manager and Employee may be guided by the following considerations in determining the reasonableness and practicality of any proposed alternate arrangement:

- (a) whether the Employee is required to work at a site that is not operated or controlled by the RMS;
- (b) whether the Employee is regularly required to travel in the course of performing their duties;
- (c) whether the Employee performs field-based work where access to the facilities in subclause 30.5 are not available or cannot reasonably be made available; and
- (d) the effect that the arrangements will have on the Employee's lactating needs.

30.8 Employees experiencing difficulties in effecting the transition from home-based breast feeding to the workplace will have reasonable telephone access to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System. Access to the service:

- (a) shall be granted during paid time;

(b) is limited to a reasonable period of time (i.e. if the Employee requires extended periods of consultation, the Employee may utilise the provisions of subclause 30.9), and

(c) must be at a time that is mutually convenient to both the Employee and the RMS

30.9 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breast feeding and the transition to the workplace may utilise sick leave in accordance with clause 26 (Sick Leave) of this Award, or time in lieu (TIL), or access the flexible working hours scheme provided in clause 21 (Hours of Work) of this Award, where applicable.

### **31. Extended Leave**

#### **31.1 General**

(a) Subject to this clause, extended leave for Employees will accrue and be granted in accordance with section 68HA of the Transport Administration Act 1988, together with Schedule 1 of the Government Sector Employment Regulation 2014 as in force from time to time.

(b) Extended leave must be applied for and approved in advance. Extended leave is granted subject to operational and other business requirements. Subject to the Employer's approval, extended leave may be taken at a time convenient to the Employer for a minimum period of one hour at full pay, half pay or double pay.

#### **31.2 Extended Leave Entitlements**

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

(i) 44 working days at full pay, or

(ii) 88 working days at half pay, or

(iii) 22 working days at double pay.

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

(c) Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 1 of the Government Sector Employment Regulation 2014, are entitled to access the extended leave accrual indicated in subclause (a) above on a pro rata basis of 4.4 working days per completed year of service.

(d) Employees who are employed part-time, or as a casual with a regular and consistent pattern of employment with the Employer, are entitled to extended leave on the same basis as that applying to a full-time Employee but payment for the leave is calculated as set out in subclause 31.3(b).

(e) All previous full-time and part-time service with RMS, the former RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Agency, and Maritime Authority of NSW and its predecessor organisations, in accordance with the Government Sector Employment Act 2013 (NSW) is to be taken into account as service when determining the appropriate rate of accrual of extended leave for Employees employed on a full-time or part-time basis with the RMS.

(f) Permanent service with other NSW government bodies will also be recognised by RMS in accordance with the Government Sector Employment Act 2013 (NSW). Extended Leave may also be transferred from Commonwealth and interstate government agencies in accordance with Schedule 2 of the Government Sector Employment Regulation 2014.

- (g) Nothing in subclauses (e) or (f) of this subclause entitles an Employee to payment for previous service recognised where the accrual for that service has previously been taken as leave or paid out on termination.

### 31.3 Payment of Extended Leave

- (a) If an Employee's ordinary hours of work are constant, payment is made at the current rate of pay.
- (b) Where an Employee is part-time or casual and the Employee's ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
  - (i) the past 12 months, or
  - (ii) the past 5 years,whichever is the greater.
- (c) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (d) Payments will be increased to reflect any increment action an Employee becomes eligible for while absent on extended leave.
- (e) An Employee who takes extended leave may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

### 31.4 Sick leave while on Extended Leave

- (a) An Employee is only entitled to claim sick leave that occurs during an absence on extended leave when sick for five or more consecutive working days.
- (b) To claim sick leave, an Employee must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is accredited 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 extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the Employer will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if an Employee takes extended leave prior to retirement but not extended leave prior to resignation or termination of services.

### 31.5 Public Holidays while on Extended Leave

- (a) The days set out in clause 39 (Public Holidays), of this Award that fall while an Employee is absent on extended leave are not recognised as extended leave and are not deducted from the Employee's extended leave balance.
- (b) Payment due for the days set out in clause 39 (Public Holidays) is calculated on the Employee's ordinary hours of work and paid at single time, even if the Employee has chosen to take extended leave at half-pay or double pay.

### 31.6 Effect of Approved LWOP on Extended Leave Entitlements

- (a) For Employees who have completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 31.2(e) and (f)), any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.
- (b) Where a Salaried Employee or a Professional Engineer has completed 10 years continuous service (inclusive of service recognised in accordance with subclauses 31.2(e) and (f)), approved LWOP for the reasons listed below counts as service for extended leave accrual:
  - (i) military service (e.g. Army, Navy or Air Force);
  - (ii) major interruptions to public transport; and
  - (iii) periods on leave accepted as workers compensation leave.

### 31.7 Payment of Extended Leave on Termination

- (a) An Employee, who is entitled to extended leave on termination of service, including retirement, is paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) If an Employee is employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) If an Employee is employed on a part-time or casual basis, payment is calculated as per subclause 31.3(b).
- (d) Employees who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with subclause 31.2(e) and (f)) are paid a pro-rata of the extended leave entitlement if employment is terminated:
  - (i) by the Employer for any reason other than serious and intentional misconduct;
  - (ii) by the Employee in writing on account of illness, incapacity or domestic or other pressing necessity; or
  - (iii) on retirement for Salaried Employees and Professional Engineers only.
- (e) In the event of subclause 31.7(d) applying, any period of leave without pay taken does not count as service.

## 32. Special Leave

32.1 Employees will be granted special leave where they make an application and meet the requirements specified in this clause. Payment for special leave is at the ordinary rate of pay, exclusive of allowances, penalty rates or overtime.

- (a) Jury Duty
  - (i) An Employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the Employee.
  - (ii) An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons will continue to be paid their ordinary rate of pay. This payment will be reimbursed to the Employer if upon return to duty after discharge from jury service, an Employee does not furnish to the Employer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendance by the Employee during any such period and the details of any payment or payments made to the Employee under the Jury Act 1977 in respect of any such period.

- (iii) An Employee must on receipt of any payment or payments made to the Employee under the Jury Act 1977 in respect of the period of jury duty (except for out of pocket expenses) pay that amount to the Employer.
- (b) **Witness at Court - Official Capacity** - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at court as a witness in an official capacity shall be paid by the Employer.
- (c) **Witness at Court - Crown Witness**
  - (i) An Employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted special leave for the time they attend Court, provided the Employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the Employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.
  - (ii) An Employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for special leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.
- (d) **NAIDOC Week** - Aboriginal and Torres Strait Islander Employees shall be granted up to one day special leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the Employee provides their supervisor with reasonable notice.
- (e) **Special Leave - Citizenship** - Employees are granted Special Leave including travelling time to attend their Australian Citizenship Ceremony.
- (f) **Domestic Violence** - When the leave entitlements referred to in clause 37 (Leave for Matters Arising from Domestic Violence) have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- (g) **Blood Donation** - Special leave, including travelling time, is granted to Employees who do not require a relief, to donate blood. Employees are expected to attend the donation point nearest to their work location.
- (h) **Bone Marrow** - Employees who are listed in the Australian Bone Marrow Donor Registry and are called on to donate are granted up to 5 days Special Leave per occasion to donate bone marrow, subject to the production of a medical certificate from a registered medical practitioner.
- (i) **Electoral Returning Officer** - Employees appointed as Returning Officers by the State Electoral Office and who provide proof of such appointment, are eligible for:
  - (i) up to 4 weeks Special Leave before the polling day or date of writ, and up to 3 weeks after polling day if required by the Electoral Commissioner;
  - (ii) 1 day of Special Leave to attend a returning officer's election seminar;
  - (iii) up to 3 days Special Leave to attend an election training course.
- (j) **Sport** - Employees are eligible for Special Leave of up to 4 weeks to compete in or officiate at National Titles, the Olympic, Paralympic or Commonwealth Games.

- (k) Retirement Seminar - Employees approaching retirement are entitled to 2 days Special Leave to attend retirement planning seminars conducted by the State Authorities Superannuation Board.
- (l) Emergency Services
  - (i) Employees may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify their managers of the request for State Emergency leave as soon as possible supported by evidence in writing of the emergency.
  - (ii) For any other emergency other than a declared emergency, Employees are entitled to a maximum of 5 days Special Leave per year. Proof of attendance at the emergency is required.
  - (iii) Where an Employee is required to attend a course approved by the Rural Fire Service, the Employee will be granted up to 10 days Special Leave per year, subject to operational convenience. Proof of course attendance is required.
  - (iv) Where an Employee is required to attend a course required by the State Emergency Services (SES), the Employee will be granted Special Leave for the duration of the course, provided the SES advises the Employer that the staff member is required to attend.
  - (v) Employees are entitled to take an additional 1 day of Special Leave for rest per incident when they attend a declared emergency for several days as an SES or RFS volunteer.
  - (vi) Employees who are Police volunteers are eligible for Special Leave to attend up to 2 training programs per year - 3 days per program. Leave is inclusive of all travel time and attendance per program at Goulburn Police Academy.
- (m) Participation in graduation ceremonies, and attending professional or learned societies' conferences, etc.
- (n) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board, etc.
- (o) Duties associated with holding official office in Local Government.

### **33. Examination and Study Leave**

Employees may be granted leave to undertake study and enable them to attend examinations. The terms and conditions on which study leave and examination leave may be granted are set out in the RMS Study and Exam Leave Procedure, as amended from time to time.

### **34. Military leave**

- 34.1 During the period of 12 months commencing on 1 July each year, the Employer shall grant an Employee who is a member of the Australian Defence Forces, military leave at the ordinary rate of pay to undertake compulsory training education, instruction or parades.
- 34.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 34.1 of this clause.
- 34.3 Employees must provide evidence to the Employer from the commanding or responsible officer:
  - (a) before the event, certifying that the Employee is a member of the defence force and outlining that their attendance at the event is necessary; and also
  - (b) after the event, certifying the dates on which the Employee attends the event.

- 34.4 Unused military leave does not accumulate.
- 34.5 Employees may apply for up to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- 34.65 Employees may apply for special leave for the minimum time necessary to travel to and/or from annual camp provided that:
- (a) the travel is undertaken during a time when the Employee would normally be at work and
  - (b) the Employee receives no pay from the Australian Defence Forces for the period granted as special leave.

### **35. Purchased Leave**

- 35.1 Salaried Employees and Professional Engineers may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks), 15 days (3 weeks) or 20 days (4 weeks) additional leave in a 12 month period. Maritime Employees may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 35.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 35.3 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 35.4 The leave will count as service for all purposes.
- 35.5 The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay for the 12 month period of the Purchased Leave Agreement.
- 35.6 The reduced rate of pay for the period of the Purchased Leave Agreement (purchased leave rate of pay) will be the Employee's ordinary annual salary rate less the number of weeks of purchased leave multiplied by the Employee's ordinary weekly rate of pay, annualised at a pro rata rate over the 12 month period.
- 35.7 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
  - (b) All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, extended leave or leave in lieu, will be paid at the purchased leave rate of pay.
  - (c) Sick leave cannot be taken during a time when purchased leave is being taken.
  - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - (e) Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
  - (f) A higher duties payment will not be paid when purchased leave is being taken.
- 35.8 Specific conditions governing purchased leave may be amended from time to time by the Chief Executive in consultation with the Union parties.



### **36. Observance of Essential Religious and Cultural Obligations**

- 36.1 Provided adequate notice as to the need for the leave is given by the Employee to the Employer and it is operationally convenient to release the Employee from duty, an Employee of:
- (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
  - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- will be granted annual/extended leave, flex leave or LWOP to observe such obligations.

### **37. Leave for Matters Arising from Domestic Violence**

- 37.1 Leave entitlements provided for in clauses 26 (Sick Leave), 27 (Carer's Leave) and 28 (Family and Community Service Leave), may be used by Employees experiencing Domestic Violence.
- 37.2 Where the leave entitlements referred to in subclause 37.1 above are exhausted, the Employer shall grant up to 5 days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.
- 37.3 The Employer will need to be satisfied, on reasonable grounds, that Domestic Violence has occurred and leave is required. The Employer may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 37.4 Personal information concerning Domestic Violence will be kept confidential by the Employer.
- 37.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

### **38. Leave Without Pay**

- 38.1 This clause applies to Salaried Employees and Maritime Employees. Professional Engineers are covered by clause ~~585~~.
- 38.2 An Employee wishing to take a period of leave without pay shall make application to the Employer specifying the reasons for such leave and the period of leave proposed.
- 38.3 Each application for leave without pay shall be considered by the relevant delegated manager on its merits, taking into account the wishes of the Employee and the requirements of the business unit. Leave without pay shall only be granted if business needs can be accommodated during the period of leave proposed.
- 38.4 RMS' Leave Without Pay Procedure outlines the entitlement, arrangements and effect of such leave.

### **39. Public Holidays**

- 39.1 Subject to subclause 39.2, Employees are entitled, without loss of pay, to the following standard public holidays:
- (a) New Year's Day;
  - (b) Australia Day;
  - (c) Good Friday;

- (d) Easter Saturday;
- (e) Easter Sunday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Labour Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) an additional day between Boxing Day and New Year's Day (public service holiday),

and such other Local Public Holiday, public holiday/s or substitute day as ordered by the government from time to time up to a maximum of two gazetted local public holidays (or four half days) and provided the Employee works in the local area on the working day before and after a Local Public Holiday.

- 39.2 Employees are only entitled to be paid public holidays for the days on which they would ordinarily work, but for the holiday occurring.
- 39.3 Professional Engineers required to work on a Local Holiday or the Public Service Holiday are entitled to either time off in lieu as set out in subclause 23.5 or paid as per subclause 39.5 below.
- 39.4 Salaried Employees who have been granted leave without pay covering a total period of absence from duty of not more than two weeks, may be granted payment for public holidays occurring during such absence provided that such public holiday falls on days which would normally be working days.
- 39.5 Subject to subclause 39.6, Salaried Employees and Professional Engineers (including casual Employees) directed to work on a public holiday will be paid at the rate of double time and a half for the time worked.
- 39.6 Salaried Employees engaged on continuous work that is required to be carried out on a public holiday shall be paid for such work at the rate of double time.
- 39.7 BSOs of the Maritime Division in receipt of an annualised salary who are required to work on a public holiday are entitled to receive Time In Lieu for each hour worked.

## **PART B - SPECIFIC PROVISIONS**

### **SECTION 6 - SPECIFIC PROVISIONS FOR SALARIED EMPLOYEES (INCLUDING EOIs)**

#### **40. Shift Work Definitions ~~Hours of Work and Additional Conditions~~ for Enforcement Operations Inspectors**

40.1 Subject to the specific provisions outlined in clauses 41, 42, 43 and 44:

(a) For EOIs:

(i) Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.

(ii) Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.

- (iii) Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.
- (iv) Payment for day shift shall be at the ordinary rate of pay.
- (v) Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.
- (vi) Payment for night shift shall be at the ordinary rate of pay plus 15%.
- (vii) Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.
- (viii) Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.
- (ix) Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay. [Note: reinstated]

#### Application of this Clause

~~The provisions of this clause 40 apply only to Employees employed in the classification of Enforcement Operations Inspectors (EOIs).~~

#### 40.2—Ordinary Hours

#### 40.3—Shift Work

~~Employees employed in the classification of EOI are employed to perform Shift Work.~~

~~The ordinary hours for day, afternoon and night shifts shall not exceed those worked daily or weekly by other Employees working normal hours Monday to Friday inclusive.~~

~~Day shift means those shifts where the ordinary hours of work are worked between 6.00am and 6.00pm.~~

~~Afternoon shift means those shifts where the ordinary hours of work commence at or after noon and before 4.00pm.~~

~~Night shift means those shifts where the ordinary hours of work commence at or after 4.00pm and before 6.00am.~~

~~Payment for day shift shall be at the ordinary rate of pay.~~

~~Payment for afternoon shift shall be at the ordinary rate of pay plus 12 ½ %.~~

~~Payment for night shift shall be at the ordinary rate of pay plus 15%.~~

~~Payment for all ordinary time worked on a Saturday shall be paid for at the rate of time and one half of the ordinary rate of pay.~~

~~Payment for all ordinary time worked on a Sunday shall be paid for at the rate of double time of the ordinary rate of pay.~~

~~Payment for all ordinary time worked on a Public Holiday shall be paid for at the rate of double time and one-half of the ordinary rate of pay.~~

~~Employees employed on continuous shift work shall be credited with an additional 5 days annual leave per annum. This leave shall accrue at the rate of 5/12<sup>th</sup> of a day for each complete month that the Employee so works.~~

#### ~~40.4—Shift Work Rosters~~

~~—To provide flexibility in working arrangements, site specific shift work rosters may be agreed between management and Employees who are to work the site specific shift work roster. Site specific shift work rosters will be formalised in writing prior to implementation.~~

#### ~~40.5—Meal Breaks~~

~~No Employee shall be required to work more than five consecutive hours without a meal break.~~

~~Employees working day, afternoon and night shift are entitled to a lunch break of not less than 30 minutes in the Employee's time, or where required by the Employer a 20 minute crib break.~~

#### ~~40.6—Banktime Arrangements~~

~~—Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.~~

~~Subject to subclause 40.6(a) directly above, one accrued day off may be taken in each four week work cycle.~~

~~The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.~~

~~Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.~~

~~Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.~~

~~In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).~~

### **41. Hours of Work and Additional Conditions for Motor Registry and Telephone Customer Service Centre Employees**

#### 41.1 Hours of Work

##### (a) Spread of Hours

The ordinary hours of work shall be within the spread of hours as follows:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

#### 41.2 Change of Hours within Spread of Hours

- (a) Any change to the trading hours of a Motor Registry or Telephone Customer Service Centre within the spread of hours as set out in subclause 41.1, shall be subject to the following consultative process:

- (i) the Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place;
- (ii) the PSA shall be given two weeks in which to provide any written comments on the proposed change;
- (iii) following consideration of any comments received, the Employer will notify the PSA in writing of the full details of its decision including the reasons for making such decision.

#### 41.3 Standard Hours of Work

##### (a) Full Time Employees

- (i) The ordinary hours of work shall be 70 hours over a two week roster cycle.
- (ii) Full Time Employees in a Motor Registry or Telephone Customer Service Centre which trades on Saturdays, that are rostered to work one Saturday in two, shall work nine days during the two week roster cycle. Provided that Full Time Employees will, with the agreement of the Employer, be able to work ten days including Saturdays during the cycle.
- (ii) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.
- (iv) The minimum hours to be worked by Full Time Employees on a Saturday shall be four.

##### (b) Part time Employees

- (i) The minimum ordinary hours of work to be worked by Part Time Employees shall be 15 hours per week.
- (ii) The minimum ordinary hours to be worked by Part Time Employees shall be three.
- (iii) Part Time Employees shall not be required to work more than five consecutive days in any fortnight roster cycle.
- (iv) Part Time Employees shall not be required to work more than one Saturday in two except by mutual agreement.
- (v) Notwithstanding the days specified, Part Time Employees may be required by the Employer to work on Saturdays. In such case the specified days and/or hours on the specified days will be reduced accordingly to retain the specified hours as a minimum.
- (vi) Subject to subclause 41.4, Rosters, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee. The Employee can require up to three months between the agreement to change the specified span of hours or days and the implementation of the change.

#### 41.4 Rosters

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency (for example, fire, flood, major transport disruption) the hours of work and/or the rostered starting and finishing times on any one day may be changed. Shortages and/or vacancies due to rostering are not an emergency for the purposes of this subclause.

- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.
- (d) Mutual exchanges of rostered days between Employees shall be subject to the Employer' prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered to work fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
  - (i) payment of an additional day's salary;
  - (ii) addition of one day to the Employee 's annual holidays;
  - (iii) an alternate day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.

Provided that for this subclause 41.4 "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

- (f) The Employer can, on up to three Saturdays each calendar year, require Employees to attend a training session after trading hours and within the spread of hours as set out in subclauses 41.1, 41.2 and 41.3. The time spent on training will be adjusted as part of the Employee's ordinary hours. The Employee will be rostered off for one equivalent block of hours during that roster cycle or during either of the next two roster cycles.

#### 41.5 Loadings for Certain Ordinary Hours

- (a) Payment for all ordinary hours of duty Monday to Friday shall be at the ordinary salary rate.
- (b) For full-time and part-time Employees payment for all ordinary hours of duty on Saturday shall be at the ordinary salary rate plus 50 per cent. For casual Employees the payment for all ordinary hours of duty on Saturday shall be 1.66 times the Monday to Friday ordinary hourly rate for the first year of the classification in which they are employed, except for Registry Services Officers 21 years of age and over who shall be paid the fourth year of that classification.
- (c) Where part-time Employees work in excess of the rostered hours for a day and within the spread of ordinary hours of duty as set out in subclause 41.1, Monday to Friday, payment for time worked in excess of the rostered hours shall be made at the ordinary hourly rate.
- (d) Where part-time Employees are required to work in excess of the rostered hours on a Saturday - but within the spread of ordinary hours of duty for Saturday, as set out in subclause 41.1 of this clause, a loading of 50% as prescribed in subclause 41.5(b) shall apply.

#### 41.6 Overtime

- (a) Full-time Employees shall be paid overtime for all time worked:
  - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.
  - (ii) before or after the daily ordinary hours of duty set out in the roster described in the provisions of Part C - Rosters of this clause and worked within the spread of hours of duty set out in subclause 41.1.
- (b) Part-time Employees and casual Employees shall be paid overtime for all time worked:
  - (i) outside the spread of ordinary hours of duty as set out in subclause 41.1.

- (ii) in excess of 35 hours per week.
- (c) Where Employees are rostered on six consecutive days, work within the spread of ordinary hours of duty on the sixth day shall be paid at the overtime rate, and does not include loading in accordance with subclause 41.5.

## **42. Hours of Work and Additional Conditions for DRIVES Help Desk Employees**

### **42.1 Spread of Hours**

The ordinary hours of duty shall be within the spread of hours:

Monday to Friday	7.50am to 5.20pm
Saturday	8.20am to 4.20pm

No Employee shall be required to work more than five consecutive hours without a meal break. A meal break shall be for a minimum of 30 minutes duration.

### **42.2 Change of Hours within the Spread of Hours**

Any change to the trading hours of the DRIVES Help Desk within the spread of hours shall be subject to the following consultative process:

- (a) The Employer shall notify the PSA in writing of any change to trading hours at least six weeks in advance of the date on which the change is proposed to take place.
- (b) The PSA shall be given two weeks in which to provide any written comments on the proposed change.
- (c) Following consideration of any comments received, the Employer shall notify the PSA in writing of the full details of its decision including the reasons for making such decisions.

### **42.3 Standard Hours of Work**

The ordinary hours of duty for full time Employees shall be 70 hours worked over a two week roster cycle.

- (a) Full time Employees that are rostered to work one Saturday in two shall work nine days during the two week roster cycle, provided that subject to the Employer's agreement, they will be able to work ten days including Saturdays during the roster cycle.
- (b) Full time Employees shall not be required to work more than five consecutive days during the roster cycle.
- (c) Subject to subclause 40.4, any other change to the days worked or the span of hours will be by agreement between the Employer and the Employee.

### **42.4 Rosters**

- (a) Rosters will be based on fortnightly periods and published monthly in advance. Rosters will be posted in a position accessible to Employees.
- (b) In the event of an emergency the hours of work and/or the rostered start and finishing times on any one day may be changed.
- (c) Where less than seven days notice is given by the Employer of a change to a roster by deleting or reducing the hours of a rostered day, any loading applicable to the original roster shall be paid in addition to the payment applicable to the work performed.

- (d) Mutual exchanges of rostered shifts between Employees shall be subject to the Employer's prior agreement.
- (e) Where Employees are rostered in such a fashion that the days on which they are rostered fluctuate from week to week, an Employee rostered off work on a public holiday being a day on which the Employee usually works shall be paid by mutual agreement between the Employer and the Employee in one of the following methods:
  - (i) Payment of an additional day's salary;
  - (ii) Addition of one day to the Employee's annual holidays;
  - (iii) An alternative day off with pay within 28 days after the public holiday falls, or during the week prior to the public holiday.
  - (iv) Provided that for this clause "day" is the number of hours the Employee would have worked were the Employee rostered on that day.

#### **43. Hours of Work and Additional Conditions for Work Support Employees**

##### 43.1 Definitions for the purpose of this clause:

WSO means Work Support Officers employed as members of the Transport Service in the RMS Group.

Competency means the combination of knowledge, skills and attributes that are needed for specific job related tasks.

##### 43.2 Hours of Work

- (a) The ordinary hours of duty of WSOs shall be 35 hours per week between 7.00am to 5.30pm on 5 days per week, Monday to Friday inclusive.
- (b) A lunch break shall be taken of not less than 30 minutes in the WSO's time.
- (c) Working hours (ie a bank up of hours) will be in accordance with the following provisions:
  - (i) An additional 22 minutes per day shall be worked on 19 days each four week work cycle to allow for the accumulated time off during the next four week cycle.
  - (ii) Subject to the provisions of this subclause one accrued day off may be taken in each four week work cycle. Such accrued day off will be observed between Monday to Friday (inclusive).
  - (iii) Where a WSO works on the accrued day off, the WSO may elect to have another day off in substitution thereof before the end of the succeeding work cycle. Such election should be granted where practicable, provided that in such case the accrued entitlements are transferred to the substituted day off.
- (d) WSOs absent from duty on any type of approved leave or a public holiday will be credited with 7 hours 22 minutes in respect of each day absent from duty. WSOs absent from duty on approved leave (sick leave, annual leave etc) will have 7 hours 22 minutes debited against their leave accrual for each day absent from duty.

##### 43.3 Progression from Grade to Grade

- (a) WSO positions will only be created where the range of tasks at the location would eventually allow the incumbent to progress to Grade 3.



- (b) Progression from grade to grade need not depend upon the availability of an advertised job vacancy nor is it restricted by the number of WSOs already at a particular grade. Progression to another grade is totally dependent upon meeting the progression criteria detailed in the relevant policy/procedure.
  - (c) Persons at the time of appointment as a WSO will be assessed to determine the grade at which they will commence. Once appointed to a grade, a WSO will need to meet the progression criteria in order to further progress through the grades.
  - (d) Persons appointed as a WSO in training will remain at that level until they are eligible to progress to Grade 1.
- 43.4 Maintenance of grade and salary shall be dependent upon WSOs maintaining the required level of competence in the tasks for which they have been assessed and for which their grading and salary level has been determined. To ensure the level and currency of competencies, the WSO will undergo supplementary assessment of their tasks every two years to demonstrate that they have maintained their skills in those tasks.

#### **44. Hours of Work for Traffic Supervisors**

- 44.1 The ordinary working hours for Traffic Supervisors shall be 38 hours per week and shall be worked as a 20 day four week cycle with 19 working days of eight hours each in accordance with rosters, with 0.4 of one hour each day worked accruing as an entitlement to take, in each cycle, an accrued day off.
- 44.2 The accrued day off is subject to managerial prerogative to best suit the working needs of the organisation, provided that the accrued day off is to be taken between Monday and Friday (inclusive) during the day shift.
- 44.3 The ordinary hours of work shall not exceed 8 per day to be worked in a maximum of 10 shifts per fortnight, provided that not more than 6 consecutive shifts shall be worked in eight consecutive days. A shift may be worked on any day of the week, including Sunday, during any period of 24 hours. The times between which the ordinary hours may be worked may be altered by agreement between the Employer and the PSA.
- 44.4 Where the agreed accrued day off prescribed by subclause 44.1 falls on a public holiday the next working day on which the Employee is normally rostered for duty shall be taken in lieu of the accrued day off, unless an alternative day in that four-week cycle or the next four-week cycle is agreed between RMS or its representative and the Employee.
- 44.5 Each day of paid sick or annual leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 44.6 Where an Employee is ill or incapacitated on the accrued day off, the Employee shall not be entitled to payment of sick leave on that day nor shall the Employee's sick leave entitlement be reduced as a result of such illness or incapacity.
- 44.7 An Employee who has not worked, or is not regarded by reason of subclause 44.3 as having worked a complete four week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, on the accrued day off, or in the case of termination of employment, on termination.
- 44.8 Where agreement is reached between RMS or its representative and an Employee, that Employee may accumulate up to a maximum of four accrued days off before they are taken as days off and, when taken, those days shall be regarded as days worked for accrual purposes. When such agreement has been reached under the terms of this paragraph, an Employee is not entitled to be paid at the rate as specified in subclause 44.9.
- 44.9 Subject to subclause 44.7, the accrued day off prescribed in subclauses 44.1 and 44.2 shall be taken as a day off provided that the day may be worked where it is required by the Employer. Where the Employee

is required to work on their accrued day off, the Employee shall be paid at the rate of time and a half for the first two hours and double time thereafter.

44.10 Where an Employee works on the accrued day off, the Employee may elect to have another day off in substitution before the end of the succeeding work cycle, provided that such day off is subject to management prerogative to best suit the working needs of the Employer and that in such cases the accrued entitlements are transferred to the substituted day off.

44.11 The provisions contained in subclauses 44.1 to 44.7 of this clause shall also apply to shift workers by substituting the word 'shift' for 'day' in each cycle.

**45. Hours of Work and Additional Conditions for Manager – Field Operations & Services, ~~and~~ Field Traffic Managers and Traffic Commanders**

**Manager – Field Operations & Services and Field Traffic Managers**

45.1 Ordinary Hours of work shall be 35 per week.

45.2 Incident Co-Ordination Allowance

(a) The incident co-ordination allowance set out in item 26 of Schedule B – Allowances and Expenses will be paid to Employees in the positions of Manager – Field Operations & Services and Field Traffic Managers for all days during the calendar year, excluding during periods of leave (other than sick leave, carer's leave and family and community service leave of 2 consecutive days or less).

(b) In addition, Employees in the positions of Manager – Field Operations & Services and Field Traffic Managers will be entitled to the payment of a disturbance allowance in accordance with subclause 45.3 in the event the Employee is contacted outside of normal working hours.

(c) When in receipt of the incident co-ordination allowance and not in the workplace, the Employee:

- (i) is not required to remain at home, but must be able to be contacted immediately in the case of emergencies;
- (ii) must be able to respond to an emergency within a reasonable time or within the response time agreed with management;
- (iii) must remain in a proper state of fitness to drive a motor vehicle and perform the required duties; and
- (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.

45.3 Disturbance Allowance

(a) Employees in the position of Manager – Field Operations & Services and Field Traffic Managers may be contacted when in receipt of the incident co-ordination allowance and outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. These Employees may be contacted to put into place emergency arrangements by contacting other Employees, persons or agencies to attend an incident or providing advice in response to an emergency situation.

(b) The disturbance allowance is:

- (i) paid at a minimum of one hour of the ordinary hours rate; and
- (ii) not paid if the Employee's salary exceeds the top step of USS Grade 11 or equivalent.

- (c) Where more than one telephone call is received or made within the hour, only one hourly payment is paid. However, if the assistance provided by the Employee extends beyond one hour in duration, the Employee will be entitled to be paid overtime for the duration of the assistance provided. Where the Employee is paid overtime, the Employee is not entitled to the disturbance allowance in respect of the same occasion.
- (d) The disturbance allowance is payable under the arrangements set out in the RMS On-Call and Disturbance Allowance Procedure.
- (e) Communications made when not in attendance at the workplace in regard to routine administrative matters are not considered a disturbance for the purposes of an emergency and does not warrant payment of a disturbance allowance. Such matters may include:
  - (i) Where an employee contacts his/her supervisor or manager regarding an inability to attend work on any particular day; or
  - (ii) Where an employee is contacted to be advised of a business matter that does not require an immediate response.

### Traffic Commanders

#### 45.4 Ordinary Hours of work shall be 35 per week.

#### 45.5 Payment for Shift Work

##### (a) For the purposes of this clause:

- (i) 'Early Morning shift' shall mean those shifts commencing at or after 4.00 am.
- (ii) 'Day Shifts' shall mean those shifts commencing at or after 6.00 am.
- (iii) 'Afternoon Shifts' shall mean those shifts commencing at or after 12 noon.

##### (b) Payment for Early Morning Shift shall be at the ordinary rate of pay plus 12.5 per cent.

##### (c) Payment for Day Shift shall be at ordinary rate of pay.

##### (d) Payment for Afternoon Shift shall be at ordinary rate of pay plus 12.5 per cent.

#### 45.6 Shift Rosters

##### (a) Traffic Commanders shall be rostered to work shifts as required.

##### (b) Wherever reasonably practicable, notice shall be given at least 7 days in advance of shifts to be worked.

##### (c) Traffic Commanders are entitled to a rest break of at least 8 hours between the cessation of an ordinary rostered shift and the commencement of the next rostered shift. Where a Traffic Commander has not observed a rest break of 8 hours prior to the commencement of the next ordinary shift, they shall be paid at the rate of double time, or double time and one half if on a public holiday calculated at the ordinary salary rate until such time as the Traffic Commander is released from duty for 10 consecutive hours. Any rostered working time occurring during such absence shall be paid at the shift work rate in clause 45.5 above.

##### (d) No employee shall be required to work more than five consecutive hours without a meal break. In the event a Traffic Commander is directed to work during a meal break, the meal break will be paid at the ordinary rate plus any applicable shift loading.

(e) An Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates.

#### 45.7 Incident Management Allowance

(a) Employees who are employed in the position of Traffic Commander will be paid an allowance set out in item 27 of Schedule B – Allowances and Expenses, which takes into account the following:

(i) The environment in which the work is to be performed;

(ii) Being rostered on call 24 weeks per year, during which time the Traffic Commander is available to respond to unplanned incidents during un-rostered hours (i.e. between the cessation of the day or afternoon shift and the commencement of the morning or day shift the following day) on weekdays and 24 hours per day on weekends and public holidays;

(iii) Being available to work up to 5 hours per week when rostered on call, as required.

(b) Traffic Commanders will be able to elect to be paid overtime or to accrue time in lieu, calculated on the same basis as overtime, for time spent attending call outs over and above the 10 hours per fortnight that are compensated for by the allowance. The time in lieu will be accumulated over a 3 calendar month period and must be taken within 3 calendar months of its accumulation, subject to organisational convenience. If time in lieu is not taken within 3 calendar months it will be paid at the overtime rate at which it was accrued after the end of the third month and the time in lieu cancelled.

(c) The allowance will be paid fortnightly. The allowance is to be counted as ordinary time earnings and is payable for all purposes including but not limited to:

(i) Leave payments;

(ii) Loadings and overtime;

(iii) Payments on separation;

(iv) Calculating superannuation guarantee contributions under the relevant superannuation legislation; and

(v) Determining benefits payable under any relevant defined benefits superannuation scheme.

(d) Other than as provided for in this clause, Traffic Commanders will not be entitled to any additional payments under this Award for time spent attending call outs during their rostered 24 weeks on call. The entitlements under this clause are in satisfaction of all relevant Award entitlements for such call outs. For any call out outside the rostered 24 weeks, the Award shall apply.

### **SECTION 7 - SPECIFIC PROVISIONS FOR PROFESSIONAL ENGINEERS**

#### **46. Shift Work Definitions**

Early morning shift means a shift with ordinary hours commencing between 4.00am and 6.00am, Monday to Friday.

Day shift means a shift with ordinary hours commencing between 7.00am and 5.00pm Monday to Friday.

Afternoon shift means a shift with ordinary hours commencing at or after noon Monday to Friday.

Night shift means a shift commencing at or after 4.00pm and finishing at or before 4.00am Monday to Friday.

#### **47. Call Out/Call Back**

47.1 Professional Engineers who are called back to work outside their standard hours, or outside the hours of 7.30 am and 6.00 pm bandwidth if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out, except where:
  - (i) Employees are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, ~~staff~~ Employees are paid for three hours at overtime rates;
  - (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

#### **48. Specialist Engineers**

48.1 Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.

48.2 Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to RMS' functions.

48.3 Relevant criteria which would be examined by the committee include:

- (a) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
- (b) Holding a specialist graduate diploma in a field related to the work of the Professional Engineer in RMS, not being a graduate diploma in management or a business administration diploma; or
- (c) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
- (d) The Specialist Engineer Accreditation Committee will consist of a representative of the Employer, Professionals Australia and a mutually acceptable independent expert in the specialist field under consideration.
- (e) If an Employee is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the Employee may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resources.

#### **49. Recognition of Professional Engineering Skills**

49.1 The importance of the contribution of Professional Engineers to RMS is recognised by this Award.

49.2 An Employee with the qualification of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this Award. Recognition is available in accordance with the RMS policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.

49.3 The Recognition of Professional Engineers Policy will not be amended without the agreement of Professionals Australia.

## 50. Professional Development

- 50.1 The Employer and Professionals Australia will work together to ensure best practice workforce development that builds and maintains engineering capability at RMS, and in doing so provides industry leadership for ongoing engineering workforce development.
- 50.2 The Employer and Professionals Australia are committed to identifying future risks and committed to working together constructively to find solutions.
- 50.3 The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the PDR process. To assist managers of Professional Engineers in the PDR process, an annual HR Circular will be produced summarising the opportunities available for Professional Engineers under the Award, in consultation with Professionals Australia, and providing examples of appropriate professional development opportunities available.
- 50.4 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.
- 50.5 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments (within the Employer, with the Transport Cluster and/or into the private sector), shadowing, mentoring, coaching, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.
- 50.6 Where a Professional Engineer is unable to access professional development over a period of more than 18 months, due to:
- (a) professional development opportunities not being approved in the PDR;
  - (b) opportunities approved in the PDR not being provided, and/or
  - (c) the Professional Engineer not being released to attend/participate in the identified opportunities.
- the Professional Engineer may have their access to professional development opportunities reviewed by the General Manager Human Resources to ensure compliance with this clause.

~~The Employer and Professionals Australia agree that Employees will continue to be provided with the maximum opportunities for professional development. This should occur as part of the work and development planning process.~~

~~50.2 The type of internal and external courses provided will be determined by consultation between Professionals Australia and the Employer.~~

~~50.3 Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments, attendances at conferences, seminars or short term study courses which have been approved by the Employer and permission granted for the Employee to attend.~~

## 51. Professional Engineer Development Program (PEDP)

51.1 There will be a mechanism for Professional Engineers to progress from Engineer Level 1 to Engineer Level 2 without the requirement to win a position on merit.

51.2 Progression will only occur when the Professional Engineer is assessed as meeting the relevant criteria for Engineer Level 2.

## **52. Knowledge Transfer**

52.1 RMS recognises the importance of succession planning and knowledge transfer prior to the retirement or exit of senior and/or experienced Professional Engineers.

52.2 Where a senior/experienced Professional Engineer is identified as having expertise in a specific field or aspect of engineering, a knowledge transfer process will be prepared. The process will be prepared at least 12 months prior to retirement or exit of the Employer, where the exit date is known or can be estimated. The aim of the knowledge transfer process is to ensure the handover of important technical and organisational knowledge to current employees.

52.3 The knowledge transfer process will incorporate:

- (a) information session(s) by the senior/experienced Professional Engineer;
- (b) documentation by the senior/experienced Professional Engineer;
- (c) mentoring;
- (d) shadowing;
- (e) the release of the Employees involved from their normal duties, to allow sufficient time to participate; and
- (f) where the Employee agrees, the option for part time employment to facilitate the knowledge transfer process.

## **53. Women in Engineering**

53.1 The Employer is committed to increasing the representation of women in the workforce, including in engineering.

53.2 To this end, the Employer and Professionals Australia will work together during the life of the Award on proposals for promoting, developing and retaining women in the engineering profession, including:

- (a) programs aimed at professional development, leadership development, mentoring and networking; and
- (b) promoting flexible working arrangements amongst staff and managers – including part time and job sharing arrangements – that support personal and professional needs, subject to the ability of the Employer to meet customer service, operational and business requirements.

53.3 The Employer will provide regular statistical analysis and reporting on women in the engineering profession within RMS. This information is to be provided to Professionals Australia.

53.4 The Employer is required to consider, and report on, gender diversity in restructuring.

## **54. Consultation**

54.1 RMS and Professionals Australia shall consult on issues including but not limited to:

- (a) Professional development and training;

- (b) Restructuring, relocation or organisational change where Professional Engineer positions are affected
- (c) Career progression, succession planning and mentoring; and
- (d) Significant issues impacting on RMS Professional Engineers, such as workload and skills shortages.
- (e) Women in engineering.

### **552. Part-Time Employment**

552.1 In addition to subclause 29.9 (Right to Request) and clause 24 (Flexible Working Practices) and subject to operational requirements, Employees may elect to change from full-time to part-time work to manage their work-life balance. This will enable Employees to manage family and career responsibilities or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with RMS' Leave and Attendance Policy and applicable procedures. Requests to work part-time will not be unreasonably refused.

### **563. Hours for Full-Time Employees**

563.1 RMS and Employees may agree to work either a standard hours arrangement or a flextime arrangement. RMS may direct Employees to work a standard hours arrangement in exceptional circumstances.

### **574. Disturbance Allowance**

574.1 Employees may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Employees may be contacted to put into place emergency arrangements by contacting other Employees to attend an incident or providing advice in response to an emergency situation.

574.2 The disturbance allowance is:

- (a) paid at a minimum of one hour of the ordinary hours rate
- (b) not paid if the Employee's salary exceeds the top step of Engineer Level 4.

574.3 The disturbance allowance is payable under the following arrangements:

- (a) for Employees on standard hours or flexitime, between the hours of 8.00pm and 6.00am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off.
- (b) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.

574.4 Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

### **585. Leave Without Pay**

585.1 Approved Leave Without Pay

- (a) Employees may be granted leave without pay (LWOP):
  - (i) providing that good and sufficient reasons are shown for the leave,
  - (ii) up to a maximum of three years, providing that service has been satisfactory,
  - (iii) on a full-time or part-time basis,



- (iv) commencing on the first working day after the Employee ceases work or at the expiration of paid leave, and
  - (v) ceasing on the day prior to the day on which the Employee resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that RMS retains the right to:
- (i) abolish any position on the grounds of redundancy,
  - (ii) require an Employee to relinquish a position, or
  - (iii) terminate the Employee's services, should circumstances during the absence, so require.

A decision made to abolish a position while an Employee is on LWOP does not mean that the Employee will be offered a voluntary redundancy. RMS' policy and procedures on the management of displaced and excess staff will apply.

- (c) Employees may not take LWOP to engage in other employment unless RMS is satisfied that the skills and experience gained from this other employment will provide RMS with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Employees are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If Employees obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Employees are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in subclause 31.6.
- (i) A permanent appointment may be made to the Employee's position if:
  - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
  - (ii) The Employee is advised of RMS's proposal to permanently backfill their position; and
  - (iii) The Employee is given a reasonable opportunity to end the LWOP and return to their position; and
  - (iv) RMS advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of LWOP.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The Employee does not cease to be employed by RMS if their position is permanently backfilled.
- (l) Subclause [585.1\(i\)](#) does not apply to full-time unpaid parental leave or to military leave.

[585.2](#) Unauthorised Leave Without Pay

- (a) Employees who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, Employees will not be paid for this period of absence.
- (b) Nothing in this clause prevents RMS from taking disciplinary action against Employees for unauthorised absences from work.

## SECTION 8 - SPECIFIC PROVISIONS FOR MARITIME EMPLOYEES

### 596. Hours of Work

- | 596.1 "35 hour per week Employees" means all Maritime Division Employees that are full time other than Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Environmental Service Officers.
- | 596.2 "38 hour per week Employees" means Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leader Environmental Services and Maritime Environmental Service Officers..
- | 596.3 SEA Officers and their respective Team Leaders on an annualised salary: The ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period.
- | 59.46 Maritime Environmental Service Officers working a 12 hour day, rostered on three days on and three days off are deemed to work an average of 1792 hours a year. Such Employees will receive a 12 hour break between shifts.
- | 596.5 Hours of work will be arranged to take into consideration the specific business needs of RMS, and where possible, the work preferences of Employees. Service and functions provided by RMS will not be withdrawn to accommodate the absence of Employees under the hours of work arrangements.
- | 596.6 Unless prescribed otherwise in the Specific Provisions, the starting and finishing times within the spread of ordinary hours should be mutually agreed between management and Employees, however if agreement cannot be reached the needs of the organisation must prevail and managers will therefore determine starting and finishing times.
- | 596.7 Once starting and finishing times have been established, reasonable notice will be given (normally 5 calendar days) of any changes required.
- | 596.8 The working of additional hours within the spread of hours will be by reasonable notice from management.
- | 596.9 Ordinary Hours - 35 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
  - (a) Ordinary hours will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 140 hours for Employees on a four week cycle, 280 hours for Employees on an eight week cycle, or 420 hours for Employees on a twelve week cycle.
  - (b) the span of ordinary hours are between 0700 and 1900.
- | 596.10 Ordinary Hours - 38 hour per week Employees (other than those which have specific provisions or are on an annualised salary).
  - (a) Ordinary hours will be an average of 38 hours per week over a cycle of four weeks on any day Monday to Friday to be determined by each business unit provided the total number of hours worked are 152 hours for Employees on a four week cycle, 304 hours for Employees on an eight week cycle, or 456 hours for Employees on a twelve week cycle.

(b) the span of ordinary hours are between 0600 and 1800.

| 596.11 A meal break will be taken not more than 5 hours after commencing duty and shall be a minimum of 30 minutes. The time taken for a meal break will not count as hours worked.

| 596.12 Product Services Officers (PSOs) statewide are responsible for the operation of a call centre, 7 days a week. The staffing of the call centre on weekends and for any weekday shifts outside of 8.30am to 4.30pm is on a voluntary basis initially, however if shifts cannot be filled the Employer can direct Employees to work. Any days worked by PSOs on weekends are paid at the appropriate penalty rate.

| 596.13 Notwithstanding the provisions of this clause, an Employee and their manager may agree to other arrangements provided they meet the needs of the business and the contract hours are worked within the cycle.

| 596.14 Unless prescribed otherwise:

(a) call back: Employees recalled to work will be entitled to be paid a minimum of 4 hours at the appropriate rate on the understanding this provision will not apply to Employees called in to work early in which case, if outside the spread of ordinary hours, they shall be paid at the overtime rate.

(b) 10 hour break: Where an Employee works additional hours, the Employee shall not be required to return to work for duty for a least ten consecutive hours between the termination of work on one day and the commencement of work on the next day. The Employee shall be provided with a break without loss of pay for ordinary working time occurring during such absence.

#### | **5760. Maritime Trainees Ordinary Hours of Work**

| 6057.1 Ordinary hours of work will be an average of 35 hours per week over a cycle of four weeks on any day Monday to Sunday.

| 6057.2 The span of ordinary hours worked by Maritime Trainees will be:

(a) between 0600 and 1800 when working with ESOs and BSOs;

(b) between 0700 and 1900 when working with PSOs.

| 6057.3 Hours worked on a Saturday will be paid a loading of 50% for the first 2 hours and 100% for the remainder.

| 6057.4 Hours worked on a Sunday will be paid a loading of 100%.

| 6057.5 Hours worked on a Public Holiday will be paid a loading of 150%.

| 6057.6 Hours worked outside the span of ordinary hours for each group working on weekdays will be paid a loading of 50%.

#### | **5861. Additional Hours**

| 6158.1 The provisions of this clause do not apply to the positions of Senior Boating Safety Officers, Boating Safety Officers, Marine Investigators, Team Leaders in Environmental Services, Environmental Service Officers, and SEA Officers and their respective Team Leaders.

| 6158.2 Hours worked in addition to the total number of ordinary hours required to be worked are 'additional hours' and shall only be worked/accrued with the agreement of the Employer.

| 6158.3 Additional hours up to a maximum of 21 hours per four week cycle are to be taken off at a mutually convenient time, as time off in lieu on the basis of one hour per additional hour worked. Additional

hours accrued at the end of each cycle may be carried over to the next cycle by mutual agreement. In circumstances where operational requirements do not allow for time off in lieu within a 3 month period, the Employer may authorise for the additional hour(s) to be paid out at ordinary single time after the expiration of 3 months.

~~6158~~.4 Additional hours worked in excess of 21 hours in a four week cycle are paid at time and a half up to 28 hours and double time thereafter or alternatively, by agreement, taken as time off in lieu at ordinary time.

#### **6259. Overtime**

~~6259~~.1 The provisions of this clause shall not apply to positions on Annualised Salaries.

~~6259~~.2 The following overtime provisions will apply to Employees who work outside the span of ordinary hours outlined in clause ~~6158~~ (Additional Hours).

~~6259~~.3 35 hour per week Employees including Maritime Trainees - Overtime worked Monday to Saturday will be paid at the rate of time and a half for the first two hours and double time thereafter. Overtime worked on a Sunday will be paid at the rate of double time.

~~6259~~.4 38 hour per week Employees - overtime worked Monday to Saturday will be paid at the rate of double time. Overtime worked on a Sunday will be paid at the rate of double time and one half.

~~6259~~.5 Overtime worked on a public holiday will be paid at the rate of double time and one half in addition to the normal remuneration for that day.

~~6259~~.6 Employees required to work overtime beyond the spread of hours Monday to Friday to beyond 12.30pm on Saturdays, Sunday and Public Holiday will be entitled to a paid meal.

#### **603. Fitness for Duty**

~~630~~.1 It shall be a condition of employment that Senior Boating Safety Officers, Boating Safety Officers, Boating Education Officers, Team Leaders in Environmental Services, Environmental Service Officers and Hydrographic Surveyors maintain a level of fitness consistent with the demands of the position. This will ensure the continued health and safety of SBSOs, BSOs, BEOs, TLs, ESOs and HSs and as such recognises that there is a range of environmental and operational conditions that could impact on the health of an officer.

~~630~~.2 Subsequent to appointment and, in order to ensure that prescribed fitness standards are maintained SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be required to be medically assessed every two years or on a more frequent basis if indicated by medical advice. Wherever possible medical examinations, to a prescribed format, shall be carried out by the Employer's Occupational Health Physician, or by other similarly qualified practitioners nominated by the Employer.

~~630~~.3 The ongoing standard of fitness required of SBSOs, BSOs, BEOs, TLs, ESOs and HSs will be determined as required by the Employer's Occupational Health Physician having regard to the nature of the job and the circumstances under which it is performed. The Employer shall provide a list of suitable female doctors for medicals.

~~630~~.4 An officer who fails to meet the prescribed fitness standards will be given an appropriate period of time, as determined on medical advice, to achieve the level of fitness required. Subsequently, an officer who fails the medical re-assessment or who is deemed on medical advice not capable of regaining or maintaining an acceptable level of fitness, will be rehabilitated to another position in accordance with the RMS Fitness To Continue Procedure.

~~630~~.5 An officer who fails to meet the fitness standards and/or is advised by the consulting physician on lifestyle changes, initiatives to improve fitness or other measures, shall be referred to his/her personal doctor for further investigation. Henceforth any additional costs incurred by the officer, for the purpose of re-gaining the required level of fitness, will be the responsibility of the officer concerned.

630.6 SBSOs, BSOs, BEOs, TLs, ESOs and HSs returning to work after long term absences from active work will be required to undergo a periodic assessment before the commencement of duties. Officers returning to active duties after a prolonged illness or injury will be required to submit a private medical clearance before the resumption of duties, as well as undergoing their periodic medical when it falls due.

#### **641. Allowances**

##### **641.1 On-call Allowance**

Employees who are rostered to be on call, in the event of an emergency, outside core hours and at weekends and on Public Holidays are entitled to the on call allowance specified in item 19(b) of Schedule B.

##### **641.2 Childcare Allowance**

The Employer agrees to provide assistance with the cost of child care fees up to the maximum amount listed in item 21 of Schedule B per child where the Employee's children are in registered/approved child care facilities (ie. long day care and vacation care) in accordance with the RMS Child Care Subsidy Procedure (as varied from time to time).

##### **641.3 Gym Membership**

The Employer agrees to provide assistance with the cost of gym memberships up to the maximum amount listed in item 22 of Schedule B in accordance with the RMS Gym Subsidy Scheme (as varied from time to time).

##### **641.4 Environmental Services Master 5 Allowance**

Maritime Employees who hold a Master 5 qualification to carry out duties on specific Environmental Services vessels are entitled to the allowance specified in item 23 of Schedule B.

#### **652. Conditions Applicable to Managers in Boating Operations Branch at Salary Levels MA16A, 16AA MA17A and MA17AA.**

652.1 The annualised salary covers all incidents of employment and counts for superannuation purposes. All incidents of employment includes ordinary hours, excess hours, time in lieu, overtime and weekend or public holiday penalties. No additional payments will be made nor is time in lieu to be taken or paid.

652.2 The annualised salary is payable provided the Managers have worked at least 161 hours per four week cycle averaged over a 12 month period, other than for agreed leave periods. The annualised salary shall cease to be paid if the Manager reverts to the working of 'ordinary hours' for a 35 hour week Employee. In such case the Manager will be paid at the relevant Maritime Officer rate.

652.3 For Employees on annualised salary, their ordinary hours shall be worked on any day Monday to Sunday. Ordinary hours will exclude the meal breaks which will be a minimum of 30 minutes subject to operational requirements and not count as hours worked.

652.4 Notwithstanding any other provisions of this clause, the Employer and the Employee may agree to other arrangements provided they meet the needs of the business unit and the contract hours are worked within the cycle.

#### **663. Conditions applicable to Senior Boating Safety Officers (SBSOs), Boating Safety Officers (BSOs) and Boating Education Officers.**

663.1 Any reference to Boating Safety Officers should also be read as referring to Senior Boating Safety Officers (SBSOs) and Boating Education Officers (BEOs).

- 663.2 The parties agree to maintain, where necessary, an on call capability to deal with emergencies or other urgent needs or demands which arise from time to time and the deployment of staff within regions to augment resources available for the conduct of special operations.
- 663.3 In order to provide optimum services it is accepted that full staffing will be required during the period 26 December to 28 February (inclusive). Accordingly, in line with business needs, there will be a restriction on taking leave throughout this period unless the leave is approved Sick Leave, Personal Carer's Leave, Parental Leave and approved Extended Leave provided these forms of leave are not to be used in lieu of Annual Leave. The ability to take leave throughout the rest of the year is subject to the needs of each regional business unit.
- 663.4 The annualised salary is only payable when an Employee is routinely working weekends and public holidays in accordance with the ordinary hours of work contained in subclause ~~66.563.5~~, other than for agreed periods when weekend work is not required and periods of annual, parental, maternity, adoption, extended leave, special leave and jury duty or workers compensation until the statutory rate is applied. The annualised salary shall cease to be paid if the Employee ceases to work the required hours of the annualised salary, other than for leave in accordance with this subclause, and the Employee will revert to the relevant pay rate.
- 663.5 Ordinary Hours of Work
- (a) The BSO's role is principally day work. Nothing in this Award is intended to provide any means to either of the parties to convert this work to a quasi shift work arrangement.
  - (b) There are no fixed hours and the expectation is that each BSO will arrange his/her hours to cover the work required. This may involve working more or less than 7.6 hours per day, working additional hours and/or taking time in lieu.
  - (c) The ordinary hours of work shall be worked on any day Monday to Sunday in accordance with the operational needs of the business.
  - (d) The ordinary hours of work shall be an average of 38 hours per week (152 hours for Employees on a 4 week cycle, 304 hours for Employees on an 8 week cycle, and 456 hours for Employees on a 12 week cycle).
  - (e) It is recognised that the usual span of hours will be between 6am and 6pm on any day Monday to Sunday. Employees may be required to work outside the usual span of ordinary hours in accordance with the operational needs of the business unit. Where hours are directed to be worked, and are considered by the Employee to be excessive, the work will be performed, if it is safe to do so, and any such grievance will be progressed in accordance with clause 6 Grievance Procedure of this Award.
  - (f) A meal break will be taken not more than five hours after commencing work and shall be a minimum 30 minutes and will not count as time worked.
  - (g) The ordinary hours of work required to be worked shall include two consecutive days off after working 5 days in lieu of a Saturday and Sunday, except in the case of a call out for a designated emergency or as otherwise required by the Employer.
  - (h) If a rostered day off falls on a public holiday and the BSO has worked on that day, then an alternative RDO shall be taken. Wherever possible, alternative RDOs will be scheduled so that 2 consecutive RDOs may be taken. The day off will coincide with the Employee's preference where possible.
  - (i) Rosters may require Employees to work 15 weekends or the equivalent 30 weekend days between 1 March and 25 December each year, subject to business and rostering needs.

663.6 Additional Hours

- (a) At the request of the Employer, BSOs will undertake duties from time to time outside their usual span of ordinary hours of work as follows:
  - (i) Any hours required to be worked in excess of the ordinary hours of 152 hours per four week period pursuant to subclause [66.563.5](#) above are "Additional hours" and must have the approval of the Employer.
  - (ii) A reasonable number of additional hours shall be worked to accommodate the functions of RMS.
- (b) Additional hours worked by BSOs between 0600 and 1800 are to be taken as time in lieu at an agreed time on the basis of one hour for each additional hour worked. In the event that the Employee cannot take the time in lieu within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (c) Up to 21 additional hours worked including those gained by working Public Holidays and outside the ordinary span of hours between 26 December and 1 March are to be paid out by the Employer at the ordinary rate of pay unless approval is granted by the Employer for time in lieu to be taken. For any additional hours above 21 hours, such hours are, by agreement between the Employee and Employer, to be paid out at the ordinary rate of pay or taken as time in lieu on the basis of one hour for each additional hour worked. In the event that the Employee cannot take the time in lieu within a reasonable time period (or within a three month period), then the Employer may authorise for the additional hour(s) to be paid out at ordinary single time.
- (d) Notwithstanding other provisions contained in subclause [66.463.4](#), an Employee and their Manager may agree to other arrangements provided they meet the needs of the business and the total number of ordinary hours to be worked within the 12 month period.

#### [663.7](#) Work Outside Ordinary Hours

- (a) Employees may be required to work outside the usual span of hours prescribed in subclause [66.563.5](#).
- (b) Hours worked outside the usual span of hours shall accrue as double the usual time in lieu and taken as time off in lieu, provided that where it is not possible to take time off in lieu, the time accrued will be paid out at single time (not taken within a 3 month period).
- (c) The provisions of subclause [6663.5\(b\)](#) above shall not apply in the event of on-water emergencies which began during the usual work period.

For example for 4 hours worked outside the hours of 0600-1800, excluding on-water emergencies, a BSO will accrue 8 hours time in lieu to be taken as 8 hours or paid as 8 hours at single time.

### **[674.](#) Conditions Applicable to Team Leaders Environmental Services (TLES) and Environmental Services Officers (ESOs).**

#### [674.1](#) The roster and annualised salaries makes provision for:

- (a) 12 hour shifts,
- (b) working three days on/three days off
- (c) 190 hours annual leave
- (d) Ordinary hours being 0600 to 1800 Monday to Sunday
- (e) Sick Leave and Higher Duties allowance calculated at 10.86 hours a day.

- (f) 55 minute break
- (g) Additional 14 minutes paid with the annualised salary at ordinary time rate not the overtime rate.
- (h) Working 5 public holidays in a twelve month period.
- (i) Working special aquatic events on Boxing Day, New Year's Eve and Australia Day
- (j) No accrual of additional hours or time in lieu.

| 674.2 The annualised salary shall count for superannuation purposes.

| 674.3 The annualised salary includes provision to work a rostered 12 hour day, three days on, three days off including weekends and public holidays, other than for approved leave. The annualised salary shall cease to be paid if for any reason the officer reverts to working a 38 hour week instead of the 12 hour day, 3 days on, 3 days off roster including public holidays and special leave events. The Employee will be paid at the applicable Maritime Officer classification.

| 674.4 The ordinary hours of work are up to 12 hours, 0600 to 1800, Monday to Sunday, however, in exceptional circumstances such as aquatic events, start and finish times and the number of hours may be varied to suit business needs, following consultation and reasonable notice.

| 674.5 Overtime shall be paid for hours worked at the following rates:

- (a) double time for hours worked in excess of 12 on Monday to Saturday;
- (b) double time and a half for hours worked in excess of 12 on Sunday;
- (c) double time and a half in addition to normal remuneration for hours worked in excess of 12 on a public holiday.

| 674.6 A minimum of four hours shall be paid at the appropriate overtime rate when called back to work for an emergency e.g. oil spill;

| 674.6 Any overtime payable as per this subclause shall be paid on the base hourly rate of the position and not at the annualised rate.

| 674.7 Employees required to work overtime beyond the ordinary spread of hours Monday to Sunday and Public Holidays will be entitled to a Meal Allowance.

| 674.8 Annual and Extended leave may only be taken in accordance with the Leave Roster.

| **658. Conditions Applicable to the Payment of Annualised Salaries**

| 685.1 Annualised salaries shall cease to be paid if for any reason an Employee does not work the requisite hours and/or weekends, public holidays or special events and/or reverts to working the 'ordinary hours' applicable to 35 hours or 38 hours per week Employees. In such cases, the Employee shall be paid at the relevant rate contained in the Maritime Officer Scale.

(a) For Designated Managerial Positions on an Annualised Salary: The annualised salaries covers all incidents of employment including excess hours, time in lieu, overtime and weekend and public holiday penalties. Unless otherwise provided for in this Award, no additional payments will be made nor is time in lieu to be taken or paid. Position holders will be reviewed annually and where the ordinary hours of work are less than 161 per month, the provisions of subclause 685.1 above will apply.

(b) For Operational Positions on an Annualised Salary: The annualised salaries cover incidents of employment including working weekends and public holidays, the requisite special aquatic



events on Boxing Day, New Years Eve and Australia Day. For Team Leaders, Environmental Services and Environmental Services Officers, the annualised salary also covers ordinary hours of work to include working a 12 hour day, 3 days on and 3 days off.

- (c) For Investigators on an Annualised Salary: The annualised salary covers all incidents of employment so that the ordinary hours of work shall not be less than 161 hours per month averaged over a 12 month period, and includes routinely working outside core hours, and on weekends and public holidays as required by business needs.
- (d) For SEA Officers and their respective Team Leaders on an Annualised Salary: The annualised salary covers all incidents of employment and includes working outside core hours and occasionally on weekends (excluding public holidays).
- (e) Remote Supervision positions on an Annualised Salary: The annualised salary covers all incidents of employment and includes the requirement to supervise a large number of people and routinely work outside core hours and on weekends and public holidays.

685.2 Certain positions or categories of employment have agreed to be on annualised salaries. Salary grades suffixed with an "A" represent annualised salaries in Part 3 of Schedule A. "AA" also represents an annualised salary but for a different category of Employee.

#### **696. Competency Progression of Maritime Employees**

696.1 All new appointed Boating Safety Officers (BSOs), Product Services Officers (PSOs), permanent full-time Boating Education Officers (BEOs), Associate Auditor/Surveyors (AA/Ss) and Associate Naval Architect (ANA) have a probationary period of six months linked to their competency training program and salary progression system.

696.2 SEA Officers have a probationary period of 3 months and may be rotated through sections of the Commercial Vessel Survey and Certification Branch as required by the business.

696.3 BEOs are graded as MA5A, and may progress to BSO (subject to merit selection).

696.4 BSOs are graded as MA5A - entry level; MA7A - mid level (6 months post appointment); and MA11A - fully competent (12 months post appointment).

696.5 PSOs are graded as MA3 and progress through the grades to MA6.

696.6 AA/S progress from grade MA7A to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

696.7 The ANA progresses from grade MA7A (entry level) to MA9A (12 months), to MA11A (24 months), to MA13A (36 months).

696.8 SEA Officers are initially graded as MA14A and progress to MA15A (24 months).

696.9 Maritime Services Trainees are remunerated in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 contained in the Crown Employees (Public Sector – Salaries 2015 Award whilst under the traineeship.

#### **670. Change of Position**

670.1 Current Employees who change their role involving a different skill set to that for which they were employed as PSO to BSO will have a 'fit for position' period agreed between the Employer and the Employee and be able to return to their immediately preceding substantive position if either the Employee or Employer find they are not compatible with the new role. If the Employee returns to their substantive position, an unreasonable failure to meet their work requirements may be viewed as a refusal to perform duties.

**7168. Specific Provisions for Special Extraordinary Aquatic Events**

**7168.**.1 Maritime Division will determine, in consultation with Employees and /or their Employee representatives, which events fall into the category of Special Extraordinary Aquatic Events and the dates of such events. In such cases the working arrangements/compensation for on-water Employees required to work to support Special Extraordinary Aquatic Events are as follows:

(a) SBSOs and BSOs

If the day falls on an RDO they will be entitled to an alternative RDO at a time which suits business needs.

Where one month's notice is not given to a BSO that they are required to work on their RDO for a Special Extraordinary Aquatic Event, that BSO will be entitled to an additional RDO of 7.6 hours to be taken subject to needs of each regional business unit.

If the day falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

(b) Team Leaders Environmental Services and Environmental Service Officers

If the days falls on an RDO they will be entitled to an alternate RDO at a time which suits business needs.

If the days falls on a normal working day, they will work as normal, and will only be granted a day off in lieu if the event is gazetted as an additional Public Holiday which means that the day is extra to the Public Holidays for which they already have been remunerated in their salary package.

If they work more than 12 hours they will be paid overtime.

(c) Hydrographic Surveyors

If the day falls on a normal working day, they will work as normal. If the event is gazetted as Public Holiday they will be paid the appropriate penalty rates for the time worked.

If the day falls on a weekend, they will be paid appropriate penalty rates for time worked.

**SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY**

**PART 1**

Salaried Employee Classifications (including Enforcement Operations Inspectors)

Unified Salary Scale Grades	2.5% increase 1 July 2015 Per annum \$	2.5% increase 1 July 2016 Per annum \$
Grade 1	36,626	37,542
	40,172	41,176
	45,926	47,074
Grade 2	48,436	49,647
	50,634	51,900
	52,518	53,831
Grade 3	55,765	57,159
	58,377	59,836

	61,097	62,624
Grade 4	62,960	64,534
	65,429	67,065
	68,004	69,704
Grade 5	70,340	72,099
	72,615	74,430
	73,923	75,771
Grade 6	75,546	77,435
	77,839	79,785
	80,386	82,396
Grade 7	82,135	84,188
	85,034	87,160
	86,683	88,850
Grade 8	90,240	92,496
	93,903	96,251
	96,836	99,257
Grade 9	101,291	103,823
	104,200	106,805
	108,890	111,612
Grade 10	111,639	114,430
	116,042	118,943
	122,002	125,052
Grade 11	125,773	128,917
	131,247	134,528
	134,202	137,557
Grade 12	142,056	145,607
	146,202	149,857
	151,309	155,092
Grade 13	155,825	159,721
	159,863	163,860
	167,525	171,713

## PART 2

### Professional Engineers

Engineering Scale	Year	2.5% increase	2.5% increase
		1 July 2015	1 July 2016
		Per annum	Per annum
		\$	\$
Cadet Engineer Level 1	-	38,839	39,810
Cadet Engineer Level 2	-	41,082	42,109
Cadet Engineer Level 3	-	43,586	44,676
Cadet Engineer Level 4	-	46,339	47,497
Cadet Engineer Level 5	-	49,920	51,168
Cadet Engineer Level 6	-	50,433	51,694
GRAD Program Engineer	1	71,289	73,071
	2	73,593	75,433
	3	74,920	76,793
Engineer Level 1	1	83,245	85,326
	2	86,184	88,339

	3	87,855	90,051
	4	91,461	93,748
	5	95,169	97,548
	6	98,143	100,597
Engineer Level 2	1	102,657	105,223
	2	105,608	108,248
	3	110,360	113,119
Engineer Level 3	1	113,144	115,973
	2	117,607	120,547
	3	123,648	126,739
Engineer Level 4	1	127,470	130,657
	2	133,017	136,342
	3	136,010	139,410
Engineer Level 5	1	143,968	147,567
	2	148,175	151,879
	3	153,353	157,187
Engineer Level 6	1	157,931	161,879
	2	162,022	166,073
	3	169,786	174,031

Note: All salary rates in this table include 1.35% annual leave loading.

### Professional Engineers Level Descriptions

#### Engineer Level 1

The Professional Engineer (as defined) commencement level.

The engineer undertakes initial professional engineering tasks of limited scope and complexity, such as minor phases of broader assignments, in office, plant, field or laboratory work.

#### Classification Level definition

Under supervision from higher-level Professional Engineers as to method of approach and requirements, the Professional Engineer performs normal professional engineering work and exercises individual judgement and initiative in the application of engineering principles, techniques and methods.

In assisting more senior Professional Engineers by carrying out tasks requiring accuracy and adherence to prescribed methods of engineering analysis, design or computation, the engineer draws upon advanced techniques and methods learned during and after the undergraduate course.

Training, development and experience using a variety of standard engineering methods and procedures enable the Professional Engineer to develop increasing professional judgement and apply it progressively to more difficult tasks at Level 2.

Decisions are related to tasks performed, relying upon precedent or defined procedures for guidance. Recommendations are related to solution of problems in connection to the tasks performed.

Work is reviewed by higher-level Professional Engineers for validity, adequacy, methods and procedures. With professional development and experience, work receives less review, and the Professional Engineer progressively exercises more individual judgement until the level of competence at Level 2 is achieved.

The Professional Engineer may assign and check work of technical staff assigned to work on a common project.

#### Engineer Level 2

#### Classification Level definition

Following development through Level 1 he/she is an experienced engineer (as defined) who plans and conducts professional engineering work without detailed supervision, but with guidance on unusual features and who is usually engaged on more responsible engineering assignments requiring substantial professional experience.

#### Engineer Level 3

##### Classification Level definition

A Professional Engineer performing duties requiring the application of mature professional engineering knowledge. With scope for individual accomplishment and co-ordination of more difficult assignments, the Professional Engineer deals with problems for which it is necessary to modify established guides and devise new approaches.

The Professional Engineer may make some original contribution or apply new professional engineering approaches and techniques to the design or development of equipment or special aspects of products, facilities and buildings.

Recommendations may be reviewed for soundness of judgement but are usually regarded as technically accurate and feasible. The Professional Engineer makes responsible decisions on matters assigned, including the establishment of professional engineering standards and procedures, consults, recommends and advises in speciality engineering areas.

Work is carried out within broad guidelines requiring conformity with overall objectives, relative priorities and necessary co-operation with other units. Informed professional engineering guidance may be available.

The Professional Engineer outlines and assigns work, reviews it for technical accuracy and adequacy, and may plan, direct, co-ordinate and supervise the work of other professional and technical staff.

#### Engineer Level 4

##### Classification Level definition

A Professional Engineer required to perform professional engineering work involving considerable independence in approach, demanding a considerable degree of originality, ingenuity and judgement, and knowledge of more than one field of, or expertise (for example, acts as his/her organisation's technical reference authority) in a particular field of professional engineering.

The Professional Engineer:

- initiates or participates in short-range or long-range planning and makes independent decisions on engineering policies and procedures within an overall program;

- gives technical advice to management and operating departments;

- may take detailed technical responsibility for product development and provision of specialised engineering systems, facilities and functions;

- co-ordinates work programs; and

- directs or advises on use of equipment and material.

The Professional Engineer makes responsible decisions not usually subject to technical review, decides courses of action necessary to expedite the successful accomplishment of assigned projects, and may make recommendations involving large sums or long-range objectives.

Duties are assigned only in terms of broad objectives and are reviewed for policy, soundness of approach, accomplishment and general effectiveness.

The Professional Engineer supervises a group or groups including Professional Engineers and other staff, or exercises authority and technical control over a group of professional staff, in both instances engaged in complex engineering applications.

## Engineer Level 5

### Classification Level Definition

A Professional Engineer usually responsible for an engineering administrative function, directing several professional and other groups engaged in inter-related engineering responsibilities, or as an engineering consultant. Achieving recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and participates in discussions determining basic operating policies, devising ways of reaching program objectives in the most economical manner and of meeting any unusual conditions affecting work progress.

The Professional Engineer makes responsible decisions on all matters, including the establishment of policies and expenditures of large sums of money and/or implementation of major programs, subject only to overall policy and financial controls.

The Professional Engineer receives administrative direction based on organisation policies and objectives. Work is reviewed to ensure conformity with policy and co-ordination with other functions.

The Professional Engineer reviews and evaluates technical work; selects, schedules, and co-ordinates to attain program objectives: and/or as administrator, makes decisions concerning selection, training, performance management and remuneration of staff.

## Engineer Level 6

### Classification Level Definition

A Professional Engineer usually responsible for a high-level engineering administrative and/or management function, directing and taking responsibility for several professional and other groups engaged in inter-related engineering responsibilities, or acts as the principal of a specialist engineering consulting organisation. Has achieved recognition as an authority in an engineering field of major importance to the organisation.

The Professional Engineer independently conceives programs and problems to be investigated and arrives at solutions. Initiates and participates in discussions determining basic operating policies, devising ways or reaching program objectives in the most economical manner and of meeting and overcoming any unusual conditions affecting work progress.

The Professional Engineer takes responsibility for decisions on all matters contained in area of management, including the establishment and promulgation of policies. Directs expenditures of large sums of money and/or implementation of major programs, subject only to overall organisational policy and financial controls.

The Professional Engineer reports only to high-level management and receives direction based on overall organisation policies and objectives. Reviews work assigned by high level management prior to delegation of tasks to others to ensure conformity with organisational policy and co-ordination with other organisational functions and outside agencies.

The Professional Engineer approves critical technical output from areas under management; selects, schedules, and co-ordinates to attain program objectives. As manager, selects upper level staff, and initiates training, performance management and decisions on remuneration of all staff under direction.

PART 3

Maritime Employee Classifications

Level	2.5 % increase 1 July 2015 Per annum \$	2.5% increase 1 July 2016 Per annum \$	2.5% increase 1 July 2017 Per annum \$
<b>Maritime Officer</b>			
1	46,334	47,492	48,679
2	50,701	51,969	53,268
3	58,866	60,338	61,846
4	61,641	63,182	64,762
5	66,279	67,936	69,634
6	69,406	71,141	72,920
7	74,616	76,481	78,393
8	78,133	80,086	82,088
9	83,996	86,096	88,248
10	87,959	90,158	92,412
11	94,559	96,923	99,346
12	99,015	101,490	104,027
13	106,441	109,102	111,830
14	111,448	114,234	117,090
15	119,803	122,798	125,868
16	125,443	128,579	131,793
17	134,835	138,206	141,661
<b>Annualised Salaries (*)</b>			
5A	85,910	88,058	90,259
7A	94,251	96,607	99,022
7AA	91,505	93,793	96,138
9A	100,709	103,227	105,808
10A	107,593	110,283	113,040
10AA	107,868	110,565	113,329
11A	114,193	117,048	119,974
12A	118,648	121,614	124,654
13A	118,372	121,331	124,364
13B	124,686	127,803	130,998
14A	131,083	134,360	137,719
15A	139,435	142,921	146,494
15AA	140,160	143,664	147,256
16A	145,800	149,445	153,181
16AA	145,800	149,445	153,181
17A	149,639	153,380	157,215
17AA	155,191	159,071	163,048

\*Includes the following operational positions

Manager, Operations (various)	MA16AA
Team Leader, Commercial Vessel Survey & Certification (various)	MA17A MA16A
Manager, Maritime Investigations	MA17A

Manager, Wharf Safety & Grants		MA17A
Team Leader Initial Survey		MA17A
Team Leader Periodic Survey & SMS		MA17A
Principal Manager		MA17AA
Senior Manager Projects		MA16A
Team Leader Marine Certification		MA16A
Marine Certification Officer		MA11A
SEA Officer		MA14A - MA15A
Senior Maritime Investigations Officer		MA14A
Associate Auditor/Surveyor	Entry Level	MA7A
	After 12 months	MA9A
	After 24 months	MA11A
	After 36 months	MA13A
Associate Naval Architect	Entry Level	MA7A
	After 12 months	MA9A
	After 24 months	MA11A
	After 36 months	MA13A
Senior Boating Safety Officer		MA13B
Boating Safety Officer	Entry Level	MA5A
	Intermediate	MA7A
	Fully Competent	MA11A
Team Leader, Maritime Environmental Services		MA10AA
Maritime Environmental Services Officer		MA7AA
Boating Education Officer		MA5A

**SCHEDULE B - ALLOWANCES AND EXPENSES\***

Item No.	Clause No.	Description	Amount \$	
1	20.2.1(b)	Meal Allowance while Travelling	Per meal	
		Capital Cities & High Cost Country Centres (refer to (5) below)		
		Breakfast		25.90
		Lunch		29.15
		Evening Meal		49.65
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)		
2	23.4	Meal Allowance on Overtime	Per meal	
		Breakfast		28.80
		Lunch		28.80
		Evening Meal		28.80
3	20.3	Lodgings	Per Day	Per Hour
		Location	\$	\$



		Capital Cities		
		Sydney	308.45	12.85
		Adelaide	280.45	11.69
		Brisbane	328.45	13.69
		Canberra	291.45	12.14
		Darwin	339.45	14.14
		Hobart	255.45	10.64
		Melbourne	296.45	12.35
		Perth	356.45	14.85
		High Cost Country Centres (NSW)		
		Gold Coast	272.45	11.35
		Gosford	263.45	10.98
		Maitland	275.45	11.48
		Newcastle	278.45	11.60
		Orange	278.45	11.60
		Queanbeyan	256.45	10.69
		Wagga Wagga	264.45	11.02
		Wollongong	259.45	10.81
		Port Macquarie	263.45	10.98
		'Tier 2' Country Centres (NSW)		
		Bathurst	246.15	10.26
		Broken Hill	246.15	10.26
		Dubbo	246.15	10.26
		Goulburn	246.15	10.26
		Muswellbrook	246.15	10.26
		All other Country Centres (NSW)		
		'Elsewhere'	224.15	9.34
4	20.3	Incidentals allowance (all locations)	18.75	per day
5	20.5.2(b)	Amount for incidentals deducted from actual/reasonable expenses	18.75	per week
6	20.5.2(b)	Maximum allowance for Employee separated from dependents	254.00	per week
7(a)	20.5.9(a)	(i) Allowance for removal of furniture - value of furniture:	7,037.00	
7(b)		(ii) If value above amount in (i), Employees receive -	1,126.00	
7(c)		(iii) If value below amount in (i), Employees receive -	563.00	
7(d)		(iv) If not eligible, Employees shall receive -	281.00	
8	20.5.4(c)	Max purchase price of home on which reimbursement of expenses is based	520,000	
9	20.5.7(b)	Rental Subsidy - Max amount of allowance to offset increased accommodation costs	51.00	
10(a)	20.5.8(a)	Parents to pay first	27.00	per week
10(b)		RMS pays up to a maximum of	56.00	per week
11	20.6	Remote areas allowance (with dependants)		
		Grade A	1,970.00	
		Grade B	2,613.00	
		Grade C	3,490.00	
		Remote areas allowance (without dependants)		
		Grade A	1,375.00	
		Grade B	1,832.00	
		Grade C	2,445.00	

12(a)	20.7	Fares subsidy for climatic area - actual cost less or	48.55
12(b)		Maximum amount for Employee with spouse/dependents; or	325.30
12(c)		Maximum amount for Employee without spouse/dependents	160.70
13	20.9	Sydney Harbour Bridge Allowance for Works Supervisors (100%)	8,517.00 per annum
14	20.5.9(g)	Maximum value of furniture and effects on which risk insurance is paid	38,000.00
15	20.8	First Aid - Holders of St John's Ambulance Certificate or equivalent qualifications	845.00 per annum
16	20.8	First Aid - Holders of current occupational first aid certification issued within the previous three years and in charge of a First Aid room in a workplace of 200 or more	1,269.00 per annum
17	20.4.2(b) 20.5.10(c)	Use of Private Motor Vehicles on Official Business -  Official Business Rate:	0.66/km
18	20.3.3(b) 20.4.2(b) 20.5.6(c) 20.7(e)	Use of Private Motor Vehicles on Official Business -  Specified Journey Rate:	0.264/km
19(a)	20.11	On call allowance (payable to RMS Salaried Employees other than Maritime Employees)	76.00 per day (Mon – Fri)  113.00 per day (Sat, Sun & P. Hol)
19(b)	644.1	On call allowance (payable to Maritime Employees)	\$0.94 per Hour
20	20.5.2(b)	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less the amount for incidentals	18.75/wk
21	644.2	Assistance with Child Care fees per child (for Maritime Employees)	\$307.04 pa
22	644.3	Assistance with gym fees based on proof of attendance (for Maritime Employees)	\$307.04 pa
23	644.4	Superable skill allowance based on holding Master 5 Qualification to carry out duties on specific Environmental Services vessels	\$8545.00 p a
24	20.3.1(a)	Applies to RMS Employees required to camp out or make use of caravans or boats for overnight accommodation in the course of their duties, when motel/hotel accommodation is neither available nor appropriate.	\$41.15 per day
25	20.10(a)	Uniform maintenance allowance - applies to designated RMS Salaried Employees other than Maritime Employees.	\$8.00 per week

26	45.2	Incident co-ordination allowance – applies to Manager – Field Operations & Services and Field Traffic Managers.	38.00 per day (Mon – Fri)  56.00 Per day (Sat, Sun & P. Hol)
<a href="#">27</a>	<a href="#">45.7</a>	<a href="#">Incident management allowance – applies to Traffic Commanders (based on grade and level of Employee)</a>	<a href="#">931.26</a> per fortnight  <a href="#">to</a>  <a href="#">1009.29</a> per fortnight

\* Operative from 1 July 2016

## APPENDIX A

### Calculation of Overnight Expenses

#### General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the Employee arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

#### Examples

##### 1. Travel to a Single Destination

An Employee travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The Employee departs Grafton at 6.00am and arrives back at their permanent residence at 6.00pm the following day.

#### Calculation of expenses

Employees are entitled to claim 1 day 12 hours at the Sydney expense rate.

##### 2. Travel itinerary involving overnight stays at a number of locations

An Employee travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

## Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12.00pm) and travel back to Sydney (5.00pm).

## SCHEDULE C - GRIEVANCE RESOLUTION PROCEDURE

### 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, skill 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"><li>• a workplace communication or interpersonal conflict</li><li>• allocation of work or development opportunities</li><li>• changes to work processes or practices, or</li><li>• the interpretation or application of a workplace policy.</li></ul>
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:

with 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](mailto:WorkplaceConduct@transport.nsw.gov.au) [see Section 6.4].

### **4 Victimisation**

Victimisation 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](mailto: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 and Ethics	Intranet - HR Manual	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: XXXXXXXXXXXX.

### 3 Evaluation and review

Review of this procedure is scheduled 2 years from the date of approval.

### 4 Further information

HR Advisory  
Intranet: HR@RMS - 'Ask HR a question'  
Email: tfnswhr@transport.nsw.gov.au

Workplace Conduct and Investigations Unit  
Email: WorkplaceConduct@transport.nsw.gov.au



Phone: 1800 618 445

## Section D - Tools

### Grievance Resolution Flowchart

(please see file)

## 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 Investigations Unit
02	9 July 2014	General Manager Human Resources	Updated in accordance with Roads and Maritime Services Consolidated Award 2014
03	14 March 2016	General Manager Human Resources	Updates for Equip implementation.

## SCHEDULE D

In accordance with clause 3.4(b), the provisions contained in this schedule will apply until the provisions of clauses 21 and 23 of the Award come into effect.

### 21. Hours of Work

#### 21.1 Application of this Clause

- (a) The provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions of clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (c) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the specific provisions shall prevail to the extent of any inconsistency.

#### 21.2 Ordinary Hours

- (a) Unless prescribed otherwise in this Award, the ordinary hours of work are 35 hours per week. The Employer may engage Employees under either a standard hours arrangement or a flexitime

arrangement. The Employer may direct Employees to work a standard hours arrangement in exceptional circumstances. The provisions of subclause 21.2 do not apply to those Employees engaged in Shift Work.

(b) The ordinary hours of Salaried Employees who are engaged on field work shall be 38 hours (if directed). In such case, the Employee shall be paid a loading at the rate of 8.5% of salary; and overtime shall be paid for work in excess of 8 hours on any one day, or 40 hours in any one week, or hours outside the ordinary spread of hours normally worked by Employees on field work. The loading shall apply to all periods of leave and be taken into account in the calculation of annual leave loading and overtime payments. The loading shall also be taken into account in the monetary value of long service leave on termination of service where the Employee is in receipt of the loading on the day preceding termination.

(c) Standard Hours Arrangement

(i) The standard hours arrangement involves seven hours per day, 35 hours per week, worked over a five day period Monday to Friday inclusive.

(ii) For Salaried Employees and Professional Engineers, the ordinary spread of hours for standard hours shall be 8.30am to 4.30pm, with a lunch break to be taken between the hours of noon and 2.00pm daily, provided:

(A) the Employer may approve Employees engaged under Salaried Employee Classifications, to vary the ordinary span of hours so that they can be worked between 7.00am to 5.30pm;

(B) the Employer may approve Employees engaged under the Professional Engineers Classifications to vary the ordinary span of hours so that they can be worked between 7.30am to 6.00pm;

(C) Professional Engineers under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2.00pm unless local arrangements are made in advance, based on the Employee's personal needs or operational needs. In this case, Employees and management may agree to reduce the meal break to a minimum of 30 minutes.

(iii) For Employees covered by the classifications of Inspector Vehicle Regulations, the ordinary spread of hours for standard hours shall be 6am to 6pm with a lunch break of not less than 30 minutes in the Employee's time; or when rostered at an RMS Safety Station; or where required by the Employer, a 20 minute crib break.

(d) Flexitime arrangement for Salaried Employees and Professional Engineers approved to work under such arrangement

(i) When working a flexitime arrangement the provisions of RMS' Flexible Working Hours Policy shall apply.

(ii) Bandwidth is 7.30am to 6.00pm Monday to Friday, unless otherwise approved.

(iii) Employees are required to work during the core time between 9.30am to 3.30pm.

(iv) Lunch break of at least 30 minutes between 11.45am and 2.15pm.

(v) Contract hours in each four week settlement period will be 140 hours.

(vi) Employees may take one full day of flex leave or two half days during each settlement period. A full flex leave day for a Full-Time Employee is 7 hours. For Part-Time Employees a full day flex leave is the number of ordinary hours the Employee is contracted to work.

- (vii) The minimum flex leave period that can be taken is one hour.
- (viii) Employees may take flex leave even though it may result in a debit balance.
- (ix) The maximum number of flex days that may be taken or banked each calendar year is 13 days.
- (x) Employees can bank up to four untaken flex days at any one time. Subjected to approval, the Employee can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.
- (xi) A maximum credit of ten hours, in addition to flex days already banked is allowed for each four week settlement period. Time in excess of ten hours (excluding flex days already banked) at the conclusion of the settlement period will be forfeited.
- (xii) Employees who work fewer than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Employees who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of ten hours.
- (xiii) Where an Employee has accrued 40 days annual leave, unless otherwise authorised by the Employee's manager, flex leave shall only be taken where annual leave has been applied for and approved. If however annual leave has been applied for and declined, the Employee shall be entitled to access flex leave in accordance with the normal approval process.
- (xiv) Employees may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the Employee's classification.
- (xv) Employees may take flex leave in combination with other types of approved leave.
- (xvi) Professional Engineers who work on projects shall be entitled to bank flex days over the maximum in 21.2(d)(x), during the project to be taken at the conclusion of the project or at set times during the project, in order to manage sustained high workloads. Such leave arrangements shall be approved by the relevant branch manager. Where it is agreed between the Professional Engineer and the Employer, the Professional Engineer may work a standard hours arrangement.
- (e) Banktime arrangement for Employees covered by Inspector Vehicle Regulations Classifications

  - (i) Employees shall work an additional 22 minutes per day on 19 days in each four week work cycle to allow for the accumulated time to be taken off during the next four week cycle.
  - (ii) Subject to subclause 21.2(e)(i), one accrued day off may be taken in each four week work cycle.
  - (iii) The Accrued Day Off will be observed between Monday to Friday (inclusive), normally on the day shift, to suit the needs of the Employer. The day off will coincide with the Employee's preference where possible.
  - (iv) Where an Employee works on the Accrued Day Off, the Employee may elect, where practicable, to have another day off in substitution thereof before the end of the succeeding work cycle. Provided that in such case the accrued entitlements are transferred to the substituted day off.

- (v) Employees absent from duty on any type of approved leave (sick, annual, leave without pay etc) other than a public holiday will be credited with seven hours in respect of each day absent from duty.
  - (vi) In order to qualify for the 'banktime' entitlement of one day for the work cycle, Employees may, subject to approval make up any time by taking annual leave or leave without pay (1/4 day minimum).
- (f) The ordinary hours of Shift Workers shall be as set out in clause 22.

## 23. Overtime

### 23.1 Application of this Clause

- (a) With the exception of subclause 23.3, the provisions of this Clause shall not apply to Maritime Employees.
- (b) This Clause applies to Salaried Employees and Professional Engineers, subject to the specific provisions applying to:
  - (i) Motor Registry and Telephone Customer Service Centre Employees (in which case the provisions of clause 41 shall apply);
  - (ii) DRIVES Help Desk Employees (in which case the provisions of clause 42 shall apply);
  - (iii) Work Support Employees (in which case the provisions clause 43 shall apply);
  - (iv) Traffic Supervisors (in which case the provisions of clause 44 shall apply).
- (b) Should any Specific Provisions in relation to the hours of work be inconsistent with the General Provisions outlined in this clause, then the Specific Provisions shall prevail to the extent of any inconsistency.
- (c) Where overtime occurs on a regular basis, the overtime will be allocated equitably, and rotated amongst available staff.

### 23.2 Payment for Overtime

- (a) Unless prescribed in the Specific Provisions, or any other subclause contained in this Award (including 23.5(b), time off in lieu) applies, any hours worked in addition to or outside the ordinary hours of work shall be paid overtime at the rate of time and a half for the first two hours and double time thereafter subject to the provisions contained in 23.2. For this purpose, each period of overtime shall stand alone.
- (b) For Salaried Employees (including Inspector Vehicle Regulations), other than Shift Workers:
  - (i) who are called out for emergency duty other than on a Saturday, Sunday or public holiday shall be paid a minimum payment of three hours work at overtime rates;
  - (ii) overtime rates shall not be paid for periods of less than one quarter of an hour.
- (c) For Salaried Employees who are Shift Workers:
  - (i) an Employee required to work a shift on a day in which they have been rostered off shall be paid at overtime rates;
  - (ii) an Employee rostered off on a public holiday shall be credited with a day's annual leave for each such day, provided that a six or seven day shift roster is in operation.

- (d) For Salaried Employees and Professional Engineers working under flexible working hours, payment of overtime will be made only for approved work performed outside the bandwidth.
- (e) Works Supervisors and Surveillance Officers who work their normal accrued day off shall be entitled to claim overtime at Saturday rates for the hours worked. Additionally, they shall be entitled to an alternative day off in the next four week cycle. Provided that agreement is reached between Employees concerned and local management, up to four ADOs may be accumulated.
- (f) For Salaried Employees (including Inspector Vehicle Regulations and Employees on Field Work), the following Employees shall not, without the special approval of the Employer, be paid for any overtime worked by them:
  - (i) Employees who are paid a special allowance in lieu of overtime;
  - (ii) Administration and Clerical Employees whose salary, and allowance in the nature of salary, exceed that of the top step of USS Grade 9;
  - (iii) Employees engaged on field work who are directed to work 38 hours per week shall be paid a loading at the rate of 8.5% of salary; provided that overtime shall be paid for time so worked in excess of 8 hours on any one day or 40 hours in any one week or outside the spread of hours worked by Employees on field work.
- (g) For Professional Engineers, there is no entitlement to be paid overtime if:
  - (i) the Employee is paid an allowance in lieu of overtime;
  - (ii) prior approval has not been given by the Employer to approve overtime; or
  - (iii) the period of overtime worked is less than 15 minutes.

Employees at Professional Engineer Level 3 and above must have approval to work overtime from the relevant manager. Any overtime approved will normally be calculated at the top step of Professional Engineer, Level 2 unless the relevant manager authorises payment calculated on the Employee's substantive rate.
- (h) All overtime required to be worked shall be approved in advance by the relevant supervisor/manager. Overtime payments are calculated exclusive of any shift loadings and are based on the Employee's ordinary rate of pay.

### 23.3 Reasonable Overtime

- (a) The Employer may require an Employee to work reasonable overtime at overtime rates. An Employee may refuse to work overtime in circumstances where the working of overtime would result in the Employee 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 Employee's health and safety;
  - (ii) the Employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if any) given by the Employer regarding the working of overtime, and by the Employee of their intention to refuse the working of overtime; or
  - (v) any other relevant matter.

### 23.4 Overtime Meal Break and Allowance

- (a) Unless prescribed otherwise in 23.4 or any other Specific Provisions, Employees who work more than one and a half hours overtime after their ordinary hours are entitled to a unpaid meal break and a meal allowance as set out in Item 2 of Schedule B.
- (b) Salaried Employees who work overtime that extends beyond 2.00pm on Saturday/Sunday or a public holiday shall be provided with an unpaid meal break of at least 30 minutes and a meal allowance as set out in Item 2 of Schedule B.
- (c) For Salaried Employees, unless the Employee has been notified at least 24 hours in advance of the requirement to work on a day or shift on which they had been rostered off, they shall be paid a meal allowance as prescribed in Item 2 of Schedule B.
- (d) Salaried Employees and Professional Engineers engaged in shift work, who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay. In such case, Employees are also entitled to a meal allowance as set out in Item 2 of Schedule B.
- (e) Professional Engineers who work more than 2 hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 2 of Schedule B.
- (e) Professional Engineers who resume work after their overtime meal break who then work a further five hours overtime, are entitled to an additional meal break and a meal allowance.
- (f) Employees who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (g) Employees are provided a meal allowance on the condition that:
  - (i) money was spent in obtaining the meal,
  - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
  - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
  - (iv) the time taken for the meal break is not regarded as time worked.
- (h) During paid meal breaks Employees must remain available to carry out duties if required.

### 23.5 Working overtime on a Saturday, Sunday or Public Holiday

- (a) For Salaried Employees (including Inspector Vehicle Regulations) and Professional Engineers, and unless Specific Provisions or any other subclause in this Award applies:
  - (i) subject to 23.5(a)(ii) and (iii), any overtime hours worked on a Saturday shall be paid at the rate of time and a half for the first two hours and double time thereafter;
  - (ii) for Salaried Employees on Field work who work shift work hours, an ordinary night shift that commences before and extends beyond midnight Friday shall be regarded as a Friday shift;
  - (iii) for Professional Engineers on temporary night shift, Friday shifts which start before and finish after midnight on Friday shall be paid at ordinary shift rates, and Sunday shifts which start before midnight Sunday are paid at ordinary rates after midnight on Sunday;
  - (iv) any overtime hours worked on a Sunday shall be paid at the rate of double time;

- (v) any overtime hours worked on a public holiday shall be paid at the rate of double time and a half;
- (vi) Employees who work overtime on a Saturday, Sunday, or public holiday shall be paid a minimum payment of three hours work at the appropriate overtime rate where the overtime is not at the end or beginning of the ordinary hours worked on a Saturday, Sunday or public holiday.
- (b) Salaried Employees and Professional Engineers who work overtime on a Saturday, Sunday or Public Holiday may, within two working days following so working, elect to take leave in lieu of payment for all or part of the Employee's entitlement in respect of the hours so worked (ie time for time), provided that:
  - (i) leave in lieu of payment shall be taken at the convenience of the Employer;
  - (ii) such leave in lieu shall be taken in multiples of a quarter-day only (or minimum period of one hour for Professional Engineers);
  - (iii) the maximum period of leave in lieu that may be allowed in respect of any one period of overtime worked shall be one day;
  - (iv) leave in lieu shall be taken within one month of the date of election, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an Employee may elect to have such leave in lieu added to annual leave credits;
  - (v) an Employee shall be entitled to payment for the balance of any entitlements not taken as leave in lieu.

#### 23.6 Minimum Rest Period

- (a) For Salaried Employees (including Inspector Vehicle Regulations), and unless specific provisions apply, Employees shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours an Employee shall take a rest break of at least four consecutive hours and where the Employee is directed to resume without having a rest break of eight consecutive hours payment shall be at the rate of double ordinary time until the Employee is released from duty for eight consecutive hours. Any rostered working time occurring during such absence shall be paid for at the appropriate shift work rates.
- (b) Professional Engineers who work overtime are entitled to:
  - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts;
  - (ii) not being required to be on duty for more than 16 consecutive hours;
  - (iii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours;
  - (iv) payment at the rate of double time or double time and a half on a public holiday until released from work, if the Employee is recalled to work without having had at least eight consecutive hours off work;
  - (v) a further rest period of at least eight consecutive hours if the Employee is recalled to work without initially having had at least eight consecutive hours off work;
  - (vi) if an Employee's usual ordinary hours occur during the minimum rest period of eight hours in (i)-(v) above, the Employee will be paid at their normal salary for the time they are absent.

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