

TRANSPORT SERVICE OF NEW SOUTH WALES AGREEMENT 2012

1. INTRODUCTION

1.1 This Agreement is made on 25 May 2012 between the:

- (a) Director General of the Department of Transport (**Director General**);
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (**PSA**);
- (c) Australian Rail, Tram and Bus Industry Union NSW (**RTBU**);
- (d) Australian Services Union, NSW and ACT (Services) Branch (**ASU**); and
- (e) Association of Professional Engineers, Scientists and Managers Australia (**APESMA**),

in accordance with section 68D(2) of the Transport Administration Act 1988 (**Act**).

1.2 This Agreement sets out certain conditions and arrangements to apply to employees of the Transport Service of NSW (**Transport Service**) who are covered by the Transport Service of New South Wales Salaries and Conditions of Employment Award 2011 (**Award**) and/or any other award or industrial instrument replacing or succeeding the Award.

2. TITLE

2.1 This Agreement shall be known as the Transport Service of New South Wales Agreement 2012.

3. AREA, INCIDENCE AND DURATION

3.1 This Agreement shall apply to:

- (a) Director General; and
- (b) In respect to Part A, all persons employed as a member of the Transport Service who are not part of the Transport Senior Service as defined in the Act (**Employees**).
- (c) In respect to Part B, Employees of the Transport Service who are based at the Transport Management Centre (**TMC**) in the positions specified in Part B and are covered by the Transport Service of New South Wales Salaries and Conditions of Employment Award 2012 (**Award**) and/or any other award or industrial instrument replacing or succeeding the Award.

3.2 Parties to this Agreement are the:

- (a) Director General;
- (b) PSA;
- (c) RTBU;

(d) ASU; and

(e) APESMA.

Part A

4. TERMS AND CONDITIONS OF EMPLOYMENT ON TRANSFER

4.1 Employees who join the Transport Service as a result of the transfer of functions to Transport for NSW, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C of the Award, and who immediately prior to their employment in the Transport Service were employed in a public transport agency, as defined in the Transport Administration Act (**Transferred Employee**) will suffer no financial detriment with respect to their rate of pay as a result of joining the Transport Service.

4.2 Transferred Employees are employed on the terms and conditions set out in the Award, subject to the following:

(a) The amount of the Transferred Employee's rate of pay in the position to which the Employee is transferred will be the rate of pay assessed by determining as at the date of transfer which of the following provides the Transferred Employee with the higher overall rate of pay:

(i) the amount of the Transferred Employee's rate of pay immediately before the transfer together with any increase in that rate of pay that would have accrued to the Transferred Employee as a result of progression within the employment grade at which the Transferred Employee was employed immediately before the transfer and/or that would have accrued under an industrial instrument applicable to the Transferred Employee's employment immediately before the transfer (**Pre-Transfer Rate of Pay**),

(ii) the amount of the Transferred Employee's rate of pay pursuant to clause 7.2 or 7.3 of the Award in the position to which the Transferred Employee is transferred together with any increase in that rate of pay that would accrue to the Transferred Employee as a result of progression within the Award grade and any increase in the rate of pay for that position that accrues as a result of the operation of an industrial instrument applicable in respect of that position after the transfer (**Transport Service Rate of Pay**).

(b) A Transferred Employee who is paid in accordance with the Pre-Transfer Rate of Pay will cease to be paid in accordance with the Pre-Transfer Rate of Pay 12 months less 1 day after the Transferred Employee receives the final annual increase under the applicable industrial instrument referred to in paragraph (a)(i) above (**Adjustment Date**). From the Adjustment Date:

(i) the Transferred Employee's rate of pay will be the amount of the Transferred Employee's rate of pay immediately before the Adjustment Date together with any increase that accrues as a result of the operation of an industrial instrument applicable in respect of the Transferred Employee's position in the Transport Service; and

- (ii) if a Transferred Employee was not yet at the highest increment within the grade at which the Transferred Employee was employed immediately before the transfer, the Transferred Employee will receive further incremental progression as if the Pre-Transfer Rate of Pay still applied. Any increments will increase by any increase that accrues as a result of the operation of an industrial instrument applicable in respect of the Transferred Employee's position in the Transport Service.

4.3 A Transferred Employee has the right to raise any complaint or concern in relation to the operation of this clause with the Director, Human Resources. Any complaint or concern must be made in writing within 6 months following the date on which the Award is made, or 6 months following the date from which a Transferred Employee joins the Transport Service, whichever is later. The Director, Human Resources will review the grievance and provide a response to the Employee. If the grievance is not resolved it can be dealt with in accordance with clause 10.

4.4 In this clause, **rate of pay** is the base salary/wage (including personal salary) of the Transferred Employee, and excludes the amount of any superannuation contributions on behalf of the Transferred Employee and any other monetary benefits that may otherwise be payable to the Transferred Employee.

4.5 In respect of:

- (a) a Transferred Employee who was a Professional Engineer in the Roads and Maritime Service who was in receipt of an RMS Specialist Engineers Allowance; or
- (b) a Transferred Employee who was in receipt of an all purpose Industry Allowance;

their rate of pay will include that allowance.

4.6 The rate of pay does not change as a result of an Employee transitioning from a 38 hour week to a 35 hour week.

4.7 Any entitlement to payments in accordance with this clause ceases if the Transferred Employee is promoted to a position and receives a rate of pay that is higher than the rate of pay to which the Transferred Employee was entitled under this clause immediately before promotion.

4.8 Any entitlement to payments in accordance with this clause ceases if an Employee, following an open merit selection process, is appointed to a lower grade position than their grade at the time of selection.

4.9 Schedule A of this Agreement contains an explanation of how this clause operates.

5. TRAVEL PASSES

5.1 In this clause:

- (a) **Employee Travel Pass** means a free travel pass issued by Rail Corporation NSW, State Transit Authority or Sydney Ferries:
 - (i) for their employees and employees of the County Rail Infrastructure Authority; and

- (ii) to employees of the Department of Transport who were employed prior to 21 December 1994 in accordance with clause 16.1 of Department of Transport Agreement No. 2548 of 1998,
 - (b) **Purchased Travel Pass** means a travel pass purchased by the Department of Transport on behalf of interested employees in accordance with clause 16.3 of Department of Transport Agreement No. 2548 of 1998, which provides the same benefits as an Employee Travel Pass.
- 5.2 Employees who immediately prior to becoming a member of the Transport Service were eligible to hold an Employee Travel Pass will continue to be entitled to hold such Employee Travel Pass under the arrangements that apply to employees of the issuer of the Travel Pass (**Issuing Entity**), as in force from time to time, as if they were an employee of the Issuing Entity.
- 5.3 Employees who immediately prior to becoming a member of the Transport Service were eligible to hold a Purchased Travel Pass, continue to be entitled to such Purchased Travel Pass in accordance with the terms in clause 16.3 of Department of Transport Agreement No. 2548 of 1998 under the arrangements that apply to employees of the Issuing Entity, as in force from time to time, as if they were an employee of the Issuing Entity.
- 5.4 For the avoidance of any doubt, the entitlement in clause 5.2 and 5.3 includes progression to a Gold Travel Pass, if applicable.
- 5.5 Employees will continue to retain Employee Travel Pass and Purchased Travel Pass entitlements on promotion, redeployment or transfer within Transport for NSW if they are entitled to do so under the arrangements that apply to employees of the Issuing Entity, as in force from time to time, as if they were an employee of the Issuing Entity.
- 5.6 Retention of Employee Travel Pass and Purchased Travel Pass entitlements is subject to:
- (a) the Employee continuing to comply with the conditions for issue and use of the Travel Pass as in force at the Issuing Entity from time to time;
 - (b) an Employee remaining a member of the Transport Service, except for Employees who had progressed to a Gold Travel Pass at the time of ceasing with the Transport Service.
- 6. CHRISTMAS / NEW YEAR PERIOD FLEX ACCRUAL**
- 6.1 Employees, other than Employees covered by clauses 27 and 29 of the Award, shall, in addition to their working hours arrangements included in the Award, be allowed to accrue up to an additional 35 hours (5 days) which is to be taken on full pay during the Christmas /New Year period identified in the relevant memorandum issued annually by the Premier and published on the Department of Premier and Cabinet website.
- 6.2 Employees will be allowed to accrue up to a maximum of 35 hours (5 days) throughout the year, by working more than 35 hours in a week in the same way as hours are accrued under clause 17 of the Award, to be accessed during the Christmas / New Year close down period.

- 6.3 Any Employee who is directed to be on duty on some or all of the working days during the Christmas / New Year closedown period will be allowed to access any of the 35 hours (5 days) or the lesser hours that have been accrued in accordance with clause 6.2 and not taken during the Christmas / New Year period, by no later than 31 January of that year.
- 6.4 Subject to clause 6.6(b), any additional hours which an employee has accrued during the year to be taken over the Christmas / New Year period and which have not been taken as outlined above, will be forfeited on 1 February of that year.
- 6.5 Subject to clause 6.6(a), Employees will not be entitled to access any of the additional hours that they have accrued to be taken over the Christmas / New Year period for any other reason during the year.
- 6.6 (a) Employees will be entitled to take any accrued additional hours during a period of notice prior to termination of employment. If the Employer elects to make a payment in lieu of notice the Employer will pay the Employee their ordinary rate for the accrued additional hours. Untaken accrued additional hours will otherwise be forfeited on termination.
- (b) Employees working in the Transport Management Centre who have received an approval by the Director General may take the additional hours in accordance with the approval.
- 6.7 The additional accrued hours can be taken in conjunction with flex leave in accordance with Clause 17 of the Award, subject to the total of such flex leave and additional hours amounting to 5 days.

7. SPECIALIST ENGINEERS

- 7.1 An Employee who is classified as a Professional Engineer under the Award may apply for approval as a specialist to receive the Specialist Engineer's Allowance in Schedule B.
- 7.2 A Professional Engineer's receipt of a Specialist Engineers Allowance must be recommended by the majority of the Specialist Engineer Accreditation Committee (**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 Transport for NSW's functions.
- 7.3 The Professional Engineer's eligibility for a Specialist Engineers Allowance will be determined by the Committee in accordance with the Specialist Engineer Policy and the Specialist Engineer Procedure, as varied from time to time.
- 7.4 Relevant criteria which will 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 Transport for NSW, not being a graduate diploma in management or a business administration diploma.

- 7.5 The Committee will consist of a representative of Transport for NSW, APESMA and a mutually acceptable independent expert in the specialist field under consideration.
- 7.6 If a Professional Engineer is dissatisfied with the recommendation of the Committee, the Professional Engineer may appeal to the Director General who will review the decision in conjunction with the Director, Human Resources. The Director General's decision is final.
- 7.7 Pro-rata payment of the Specialist Engineer's Allowance will commence on the first full pay period following a determination of the Committee or the Director-General that the Employee is to receive the allowance.
- 7.8 A Specialist Engineers Allowance is only payable while the Professional Engineer remains in the substantive position held by the Professional Engineer held at the time of approval.
- 7.9 Should the Professional Engineer who receives the Specialist Engineers Allowance undertake work of a temporary nature, such as acting in a higher graded position or a different position, they will be paid not less than the salary of their substantive position plus the Specialist Engineers Allowance.
- 7.10 A Specialist Engineers Allowance is payable for all purposes.
- 7.11 Notwithstanding clauses 7.3 and 7.8, a Professional Engineer who immediately prior to being employed in the Transport Service was in receipt of a RMS Specialist Engineers Allowance is entitled to continue to receive the RMS Specialist Engineers Allowance under clause 4 or to receive the allowance in this clause, whichever is the higher, without the need for determination by the Committee in accordance with clause 7.3.
- 7.12 A Professional Engineer whose rate of pay under clause 4 includes a former RMS Specialist Engineers Allowance, can not at the same time receive a Specialist Engineers Allowance under this clause.

8. SICKNESS INSURANCE FOR FORMER RAC EMPLOYEES

Employees who were employed by RailCorp immediately prior to joining the Transport Service, who had once been covered by the Rail Access Corporation Enterprise Bargaining Agreement 1997 or the Rail Access Corporation (Argus Telecommunications Office Staff) Enterprise Agreement 1999 and who individually elected as at 29 August 2002 to retain their former conditions of sick leave and insurance when industrial agreements applying to them changed will continue to maintain those former arrangements, including as follows:

- (a) provision of income protection insurance, life insurance and death and disability insurance in the same level of benefits as those in the policy applying as at the date of this Agreement;
- (b) are entitled to 10 days sick leave per annum;
- (c) when on extended sick leave may be given the benefit of discretionary extensions to sick leave by TfNSW but this will be strictly a matter for the discretion of TfNSW in the circumstances of the individual; and

- (d) any such Employee having attained 65 years of age, will be entitled to accrue sick leave in accordance with sub-clause 31.4 of Section 1 of the RailCorp 2010 Enterprise Agreement in the event that the insurance cover ceases at 65 years of age.

9. UNION ATTENDANCE AT EMPLOYEE INDUCTIONS

Provision will be made for unions who are party to this Agreement to attend all Employee inductions in order to:

- (a) outline the role of, and the services that the unions provide to their members;
- (b) to provide union contact details and distribute membership forms; and
- (c) to answer any questions that Employees may wish to raise in deciding whether to take up the offer of membership.

10. DISPUTE SETTLEMENT PROCEDURE

Any dispute regarding the provisions of this Agreement, other than the merit of a Specialist Engineers appointment (clause 7) shall be determined in accordance with the dispute settlement procedure outlined in Clause 5 of the Award as if a reference to Award in Clause 5 is a reference to this Agreement.

11. NEGOTIATION OF INDUSTRIAL INSTRUMENTS

Should the Employer propose to employ employees other than those to whom the Award applies then the Employer will negotiate with the Unions the terms of the industrial instruments to apply to such employees.

Part B

12. INCIDENT MANAGEMENT ALLOWANCE

12.1 Employees who are employed in the position of Traffic Commander (**Commanders**) will be paid an allowance set out in Item 1 of Schedule C, which takes into account the following:

- (a) the environment in which the work is to be performed;
- (b) being rostered on call 18 weeks per year, during which time the Commander is available to respond to unplanned incidents between 7:30pm to 5:30am on weekdays and 24 hours per day on weekends and public holidays;
- (c) being available to work up to 7 hours per week when rostered on call, as required.

12.2 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 7 hours per week that are compensated for by the allowance. The time in lieu will be accumulated over a three calendar month period and must be taken within three calendar months of its accumulation, subject to organisational convenience. If time in lieu is not taken within three 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.

- 12.3 The allowance will be reviewed, in consultation with the unions who are party to this Agreement, annually to ensure that Commanders have been appropriately compensated for overtime and for being on call by the allowance.
- 12.4 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:
- (a) leave payments;
 - (b) loadings and overtime;
 - (c) payments on separation;
 - (d) calculating superannuation guarantee contributions under the relevant superannuation legislation; and
 - (e) determining benefits payable under any relevant defined benefits superannuation scheme.
- 12.5 Commanders are entitled to private use of their work vehicles in accordance with the RTA - Traffic Commanders- Conditions for Motor Vehicle Private Usage policy as in force at the Roads and Traffic Authority as at 31 October 2011. Commanders will continue to be able to select which private usage option will apply to them.
- 12.6 Other than as provided for in this clause, Commanders will not be entitled to any additional payments under the Award for time spent attending call-outs during their rostered 18 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 18 weeks, the Award shall apply.

13. FIELD TRAFFIC MANAGER

13.1 Incident Co-Ordination Allowance

- (a) The incident co-ordination allowance set out in Item 2 of Schedule C will be paid to the Employee in the Field Traffic Manager (**FTM**) position based at the TMC for all days during the calendar year, excluding during periods of leave (other than sick leave, carer's leave or FACSL of 2 consecutive days or less).
- (b) In addition, the FTM will be entitled to the payment of a disturbance allowance in accordance with clause 13.2 of this Agreement in the event that the FTM is contacted outside of normal working hours.
- (c) When in receipt of the incident co-ordination allowance and not in the workplace, the FTM:
 - (i) is not required to remain at home, but must be able to be contacted immediately in case of emergency;
 - (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;

- (iv) must be available to respond to a call unimpaired by the effects of alcohol or drugs.
- (d) The allowance is based on the FTM being available at all times, excluding annual leave, extended leave, leave without pay, sick leave exceeding two consecutive days and jury duty.

13.2 Disturbance Allowance

- (a) The FTM may be contacted when in receipt of the incident co-ordination allowance and not in attendance at the workplace to assist with or co-ordinate responses to emergencies and/or breakdowns without being required to attend the emergency and/or breakdown.
- (b) Situations warranting the payment of a disturbance allowance include being contacted to put into place emergency arrangements by contacting other employees to attend to an incident or being contacted to provide advice in response to an emergency situation.
- (c) Where the FTM is contacted in accordance with clause 13.2(a), an allowance equal to a minimum of one hour of the FTMs ordinary pay will be payable to the FTM.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment will apply.
- (e) Where the FTM is paid overtime, the FTM is not entitled to the disturbance allowance in respect of the same occasion.
- (f) 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 commence a shift, or
 - (ii) where an employee is contacted to be advised of a business matter that does not require an immediate response.

13.3 FTM Called Out

Where the FTM is called out to attend, payment of overtime will be applicable in accordance with clause 21.3 of the Award.

14. HIGHER DUTIES ALLOWANCE

- 14.1 Employees who are required to act in the positions of Chief Traffic Operations Controllers, Senior Traffic Operations Controllers and Senior Transport Information Manager shall be paid the minimum rate of pay of such position(s) for each day that they are required to perform the duties of the higher graded position(s). Such allowance is to be calculated on an hourly basis.

15. ON CALL ALLOWANCE

- 15.1 This clause applies to:

- (a) all employees in the Transport Management Centre Systems Section who are rostered to be on-call;
- (b) the Area Transport Manager and the Area Transport Co-Coordination Section;
- (c) Senior Transport Information Managers, Senior Transport Spokespersons and Transport Spokespersons In the Communications Section; and
- (d) Professional Engineers (as classified in the Award) employed in the Transport Management Centre who are required to be on call.

15.2 When required to be on call, employees shall be:

- (a) paid an on-call allowance as set out in Item 3 of Schedule C;
- (b) available outside of ordinary working hours;
- (c) able to be contacted immediately;
- (d) respond to an emergency/breakdown situation in a reasonable time agreed with the Employer; and
- (e) in a fit state, free of the effects of alcohol or drugs.

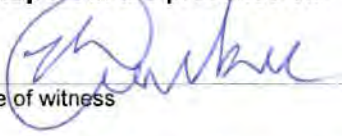
15.3 Where an Employee in the Transport Management Centre Systems Section who is rostered on-call is able to resolve the emergency situation without having to return to the TMC, the Employee will be entitled to a minimum payment of 3 hours at the overtime rates.

15.4 Subject to 15.3, where an Employee in 15.1 who is recalled to duty, they will be entitled to payment at overtime rates for the time spent working, including travelling time to and from the place at which work is to be undertaken.

16. TRAFFIC COMMANDERS LEAVE

The Employees who are employed as Traffic Commanders in the Traffic Management Centre as at 24 May 2012 and who receive 5 weeks annual leave retain that entitlement as a personal entitlement while ever they remain a Traffic Commander.

Signed by Director General, Department Of Transport in the presence of:



Signature of witness


Director General, Department Of Transport

KEVIN MACKLES
Print name

18 LEE ST
CHIPPENDALE
Address

Signed for and on behalf of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales in the presence of:


Signature of witness


Signature of authorised representative

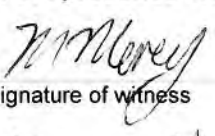
Steve Thord
Print name

JOHN CAHILL
Print name

160 Clarence St Sydney.
Address

160 CLARENCE ST
SYDNEY
Address

Signed for and on behalf of the Australian Rail, Tram and Bus Industry Union NSW in the presence of:


Signature of witness


Signature of authorised representative

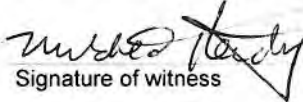
MARK MOREY
Print name

Alex Claassens.
Print name

Level 3, Trades Hall 4 Colburn St
Sydney
Address

4/321 Pitt St.
Sydney 2000.
Address

Signed for and on behalf of the Australian Services Union, NSW and ACT (Services) Branch in the presence of:


Signature of witness

Sally McManus
Print name

39 Renwick St, Redfern
Address


Signature of authorised representative

Print name

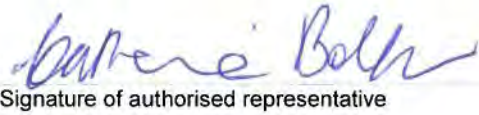
Address

Signed for and on behalf of Association of Professional Engineers, Scientists and Managers, Australia in the presence of:


Signature of witness

Steven Ross
Print name

1/491 Kent St.
Sydney 2000
Address


Signature of authorised representative

CATHERINE BOLGER
Print name

1/491 Kent St
Sydney NSW 2000
Address

SCHEDULE A

1. No Net Financial Detriment - General Principle

An Employee who accepts an offer of appointment and transitions to TfNSW, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C of the Award, will be afforded the most favourable substantive rate of pay as at the date of transfer which they would have been entitled to:-

1. had they continued to be employed in their former Agency, or
2. as a result of their taking up an appointment in TfNSW,

For this purpose rate of pay includes:

- (a) their incremental rate of pay and incremental progression through the salary range of the position, any personal salary arrangement, industry allowance and Specialist Engineers Allowance arrangement in their former agency; and
 - (b) any future increases in rates of pay that are provided for in the Award or Enterprise Agreement that is applicable in their former agency that is in operation at the date of transition;
- Or
- (c) the incremental rate of pay and incremental progression through the salary range of the grade of their position in TfNSW; and
 - (d) any future increases in rates of pay that are provided for in the TfNSW Award.

2. No Net Financial Detriment - Transitional Principles

- A. Transition to an equivalent grade (by reference to the equivalent grades in Schedule C of the Award)

Employees will transition to the TfNSW increment for their TfNSW grade that is the same rate of pay as their pre-transfer rate of pay or next highest TfNSW incremental step:

- (a) where the rate of pay that an employee transitions to exceeds the rate of pay that they would have progressed to had they remained under their former employer Classification Structure, then the employee will progress incrementally on the anniversary date of their appointment to TfNSW; or
- (b) where the rate of pay that an employee would have progressed to, had they remained under their former employer's Classification Structure, exceeds the rate of pay that they transition to, then the employee will retain their existing rate of pay as a personal salary, incremental progression and date of progression ;

And,

where an employee is on a personal salary:

- (c) they will receive percentage increases in rates of pay that were included in their former employer's Award or Agreement which was in operation at the date of their transition; and .
- (d) will commence to receive the TfNSW award annual percentage increases 12 months less one day after their last annual percentage increase under their former employer's Award or Agreement. An Employee's former incremental salary range will be increased by TfNSW award annual percentage increases.

- (e) where an employee is transitioned on a personal salary, their personal salary after transfer:
- will be retained wherever the employee is transferred by Employer direction, including directed redeployment, into a position which is of the same or lower Grade as the position that they were transitioned into; and
 - will cease when an employee is promoted or transferred by direction into a higher graded position and is paid more than the employee's personal salary after transfer.
- B. Transition to one grade up (by reference to the equivalent grades in Schedule C of the Award) - As per A above
- C. Transition to one grade down (by reference to the equivalent grades in Schedule C of the Award)
- Where an Employee transitions one grade down, other than through an open merit selection process to a TfNSW grade that is lower than their equivalent TfNSW grade as per Schedule C of the Award and the maximum rate of pay of their former position exceeds that of the position they are transitioned to, then:
- (a) the Employee will continue to progress through the incremental salary range of their former position, including maintaining their existing incremental date; and
- (b) the Employee upon progressing to the maximum salary within their former Grade, will translate to the maximum salary of the TfNSW Grade of the position that they were transitioned to and continue to be paid their existing rate of pay by way of a personal salary.
- And
- (c) the Employee will continue to receive the annual increases in rates of pay that were included in their former employer's Award or Agreement which was in operation at the date of their transition; and
- (d) will commence to receive the TfNSW award annual percentage increases 12 months less one day after their last annual percentage increase under their former employer's Award or Agreement. An Employee's former incremental salary range will be increased by TfNSW award annual percentage increases.
- (e) Where an employee is on a personal salary, their personal salary after transfer:
- will be retained wherever the employee is transferred by Employer direction, including directed redeployment, into a position which is of the same or lower Grade as the position that they were transitioned into; and
 - will cease when an employee is promoted or transferred by direction into a higher graded position and is paid a rate of pay higher than the employee's personal salary after transfer.

NB: Should any situation arise where an employee transitions to a lower graded position and the maximum salary of that lower graded position exceeds the maximum salary of their former position, then the employee will be entitled to the transitional principles outlined in A above.

SCHEDULE B - ALLOWANCES

Item 1 - Specialist Engineers Allowance (Clause 7)

	Year	Amount (\$pa)
Professional Engineer Grade A	Year 1	2,503
	Year 2	6,269
	Year 3 and thereafter	10,338
Professional Engineer Grade B	Year 1	2,985
	Year 2	7,346
	Year 3 and thereafter	11,707
Professional Engineer Grade C	Year 1	3,846
	Year 2	7,730
	Year 3 and thereafter	11,595

The foregoing amounts are to be adjusted in accordance with the percentage salary increases prescribed, from time to time, by the relevant Transport Service Award.

SCHEDULE C - TMC ALLOWANCES

Item 1 - Incident Management Allowance (Clause 12)

Level A of their grade - 23.3% of the annual salary of their increment level.

Level B of their grade - 23% of the annual salary of their increment level.

Level C of their grade - 22.6% of the annual salary of their increment level.

Level D or E of their grade - 22.6% of the annual salary of level C for their grade.

Item 2 - Incident Co-ordination Allowance (Clause 13)

\$33.00 per day (Monday to Friday); and

\$50 per day (Saturday, Sunday and Public Holidays), paid on a fortnightly basis.

The foregoing amounts are to be adjusted in accordance with the percentage salary increases prescribed, from time to time, by the relevant Transport Service Award.

Item 3 - On Call Allowance (Clause 15)

\$66.00 per day (Monday to Friday)

\$100 per day (Saturday, Sunday and Public Holidays), paid on a fortnightly basis.

The foregoing amounts are to be adjusted in accordance with the percentage salary increases prescribed, from time to time, by the relevant Transport Service Award.