

**DEPARTMENT OF TRANSPORT OFFICERS**  
**EMPLOYMENT CONDITIONS -**  
**DEPARTMENT OF TRANSPORT**

**AGREEMENT NO. 2548 OF 1998**

AGREEMENT made the 16<sup>th</sup> day of June in the year 1998 BETWEEN THE PUBLIC EMPLOYMENT OFFICE a Corporation constituted under the Public Sector Management Act, 1988 and having its office at 1 Farrer Place, Sydney, in the State of New South Wales (hereinafter called the "Public Employment Office" of the one part AND THE PUBLIC SERVICE ASSOCIATION OF NSW, THE AUSTRALIAN TRANSPORT OFFICERS ASSOCIATION with respect to those employees who were members on 21 December, 1994 AND THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA (NSW BRANCH) being Associations or Organisations (hereinafter called the "Associations") of the other part.

**1. INTRODUCTION**

This Agreement is made between the Public Employment Office and the Associations in pursuance of the provisions of Section 64 of the Public Sector Management Act, 1988. This Agreement and attached Memorandum of Understanding reflects the agreed position between the Director General of the Premier's Department, Director General, Department of Transport and the General Secretary of the Public Service Association of NSW (PSA), the Secretary of the Australian Transport Officers Association (ATOA) with respect to those employees who were members as at 21 December, 1994 and the Branch Secretary of The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA), in relation to certain conditions and arrangements to apply to the Department.

**2. PARTIES BOUND BY AGREEMENT**

This Agreement shall apply to and be binding upon the Public Employment Office, the Department, the Associations and all employees as defined hereunder.

The Australian Transport Officers Association recognise the agreement made with the Public Service Association to the effect that the Australian Transport Officers Association represent only those employees who were their members at the date of signing the Department of Transport Enterprise Agreement on 21 December, 1994.

**3. DEFINITIONS**

"Association" means the Public Service Association of New South Wales, the Australian Transport Officers Association with respect to those employees who were members as at 21 December, 1994 and The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

"Department" means the Department of Transport.

"DTO" means Department of Transport Officer which means "Employee".

"Director General" means the Chief Executive Officer of the Department of Transport.

"Employee" means a permanent officer or temporary employee and means staff employed as a "DTO" and staff employed as a Senior Officer of the Department other than those employed in the Senior Executive Service (SES).

"Grade" means a grade listed in the salary scale of this Agreement.

"Salary Point" means a salary nominated within a grade.

"Salary Scale" means the whole set of salaries payable under this Agreement.



"Award" means a determination under Section 63 of the Public Sector Management Act, 1988 or an agreement under Section 64 of that Act, or any similar determination or agreement relating to employment in the public sector and any other instrument made under an Act relating to conditions of employment that is declared by the regulations to be an award.

"Public Sector Agreement" means any Agreement made pursuant to the provisions of the Public Sector Management Act, 1988.

"Union" means the Public Service Association of New South Wales, the Australian Transport Officers Association with respect to those employees who were members as at 21 December, 1994 or The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

#### 4.0 CROWN EMPLOYEES AWARD VARIATIONS

- 4.1 Should there be a variation to the Crown Employees (Public Sector - Salaries June, 1997) Award, or any Award replacing it, during the term of this Agreement, by way of salary increase, or other benefit to the public service, this Agreement shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award, or replacement Award.

#### 5.0 PUBLIC SECTOR REFORM

- 5.1 The parties agree to fully co-operate and implement public sector wide reforms identified and negotiated between the Public Employment Office and Public Service Association for organisations to achieve real savings as detailed in the Heads of Agreement under the Crown Employees (Public Sector - Salaries June, 1997) Award.
- 5.2 If these public sector savings are not sufficient further savings are to be achieved at the organisational level:
- 5.3 If the organisational level processes are required and there is disagreement between the Association and the Department, the matter subject of the disagreement will be referred to the Public Employment Office for peak level negotiations with the Public Service Association.

#### 6.0 SALARY SYSTEM

- 6.1 The rates of pay for employees of the Department of Transport will be determined in accordance with those rates contained in this Agreement.
- 6.2 Each employee will be classified as a Department of Transport Officer (DTO) and be paid within the grades and rates of pay as detailed in Attachment A to take effect on the date of making of this Agreement, except those staff employed as Senior Officers who will be remunerated under the Senior Officers NSW Public Service Determination No. 910 of 1997.
- 6.3 An employee's salary will be reviewed having regard to the achievement of overall job accountabilities and individual key result areas which the employee has agreed to undertake. Salary movement will be determined within the Performance Development Scheme Guidelines which applies to the employee's job grading and while salary is fixed on this basis.
- 6.4 Movement from one salary point to another within a Grade will be subject to the Department's Performance Development Scheme. Movement from Grade to Grade and classification to classification will be by way of appointment to a vacancy through the merit selection process.
- 6.5 Remuneration for each position will be assessed within a remuneration range by using a system which evaluates the work done by the DTO and Senior Officer and is designed recognising applicable rates of pay for all aspects of the work performed and the circumstances in which it is performed.



## 7.0 SPECIAL GRADE (DTO GRADE 9)

- 7.1 The parties agree to the introduction of a DTO Grade 9 to take effect on and from the date of the signing of this Agreement and in accordance with the rates of pay detailed in this Agreement.
- 7.2 Positions will be classified at this level if evaluated within the appropriate points range in accordance with the Job Evaluation/Work Organisation Guidelines.
- 7.3 Positions will be considered for evaluation at this level on the request of the relevant Executive Director/Director or on the request of an individual.
- 7.4 Where a DTO Grade 8 position is evaluated at this level and where the duties and responsibilities of a position are not significantly changed after the application of the job evaluation/work organisation process special arrangements will apply as detailed in Clause 7.5.
- 7.5 Approval will be sought from Premier's Department for the current occupant of a position to be paid by way of allowance where the work has not changed but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the position. This is subject to the existing occupant of the position having been appointed following a process of competitive merit selection (albeit to the pre-job evaluation level). Where the work has changed or the position falls vacant the position is to be filled by merit selection. Employees approved to be paid by allowance will be translated to the next highest or equivalent salary point which takes into account the payment of any skill shortage allowance.
- 7.6 Positions evaluated at this level and not covered by the previous clauses will be advertised and filled on the basis of merit.
- 7.7 Limited salary packaging arrangements for the private use of a motor vehicle will be available to an employee appointed to a DTO position where, immediately before appointment, the employees were allocated a Departmental vehicle as part of their duties or as a skill shortage allowance salary sacrifice. The provision of a motor vehicle under these arrangements will be at the sole discretion of the Director General.

## 8.0 JOB EVALUATION/WORK ORGANISATION - SPECIAL ARRANGEMENTS

- 8.1 Where an employee is currently receiving salary maintenance as a result of the application of the job evaluation/work organisation process that employee will continue to receive salary maintenance and remain on their present salary until they obtain a position at their substantive level from the date of the signing of this Agreement.

## 9.0 WORKING HOURS AND ARRANGEMENTS

- 9.1 Normal working hours will be 35 hours per week, Monday to Friday. The Department's standard business hours are 8.30 am to 4.30 pm.
- 9.2 The conditions of the Crown Employees (Public Service Conditions of Employment 1997) Award shall apply to employees of the Department of Transport with the exception of the sections relating to bandwidth (clause 11(vi) e), coretime (clause 11 (vi) f) and accumulation and carry over (clause 11 (vi) j) of that Award, which are replaced by the following provisions:
  - 9.2.1 The bandwidth is 10.5 hours.
  - 9.2.2 The standard bandwidth commences at 7.30 am and ceases at 6.00 pm.



## 11.0 OVERTIME

- 11.1 The provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award will apply to employees of the Department with the exception of special overtime arrangements for Special Projects.
- 11.2 The Department may determine that, in order to achieve the most efficient and effective service, it may be necessary for staff to work special overtime arrangements under a Special Project which is approved by the Director General.
- 11.3 In the event that the Department determines that there is a need for special arrangements for overtime under a Special Project approval will need to be given by the Director General so that payment for overtime may be made after 7 hours work on any one day regardless of whether the work is undertaken within the standard flex time bandwidth (7.30 am to 6.00 pm) for the duration of the project.

## 12.0 REIMBURSEMENT OF HECS

- 12.1 The parties agree that costs associated with relevant courses will be reimbursed by the Department as follows:
- Higher Education Contribution Scheme fees (HECS); or
  - where HECS does not apply, compulsory fees (ie. fees paid upon enrolment, union, students' council fees, registration fees etc.) equivalent to HECS for the same or similar course and to an amount considered reasonable and in keeping with this clause.
- 12.2 The parties agree that the fees will be reimbursed where the course/subject facilitates the employee's career development needs and is relevant to Department's objectives or needs and is authorised by the respective Executive Director/Director. Reimbursement is to be made in keeping with public sector guidelines.
- 12.3 The parties agree that the percentage of the fees to be reimbursed for the particular course/subject will be determined by the appropriate Executive Director/Director and be subject to the satisfactory performance of duties in their substantive position.
- 12.4 The parties agree that to be eligible to receive a refund, an employee must:
- have been employed in the Department prior to the final examination in the academic period under consideration and on the date reimbursement is requested;
  - produce evidence of having successfully completed a full stage of a relevant course (or the subjects enrolled in at the start of a semester/year); and
  - produce receipts substantiating payments made for compulsory or HECS fees incurred.

## 13.0 PAYMENT OF HIGHER DUTIES

- 13.1 In accordance with this Agreement and taking into account the Department's commitment to training and development, where an employee relieves in a position for a minimum of one (1) day, they will be entitled to be paid a higher duties allowance to the minimum salary of the higher graded position.
- 13.2 Payment of the higher duties allowance claim referred to above, will only be paid after the employee has relieved in a position of the higher grade for an accumulative period of at least five (5) working days. Claims for an accumulative period of less than five (5) working days may be made where the accrual period extends beyond three (3) months.



## 14.0 PARENTAL LEAVE

- 14.1 The parties are committed to family issues and providing additional flexibility for employees to meet their parenting obligations.
- 14.2 Parental leave is leave without pay given to employees employed on either a full-time or part-time basis. Leave without pay may be granted to employees for up to 1 year on a full-time basis or 2 years on a part-time basis to assist and share the child rearing and/or adoption commitments. These conditions are granted in addition to existing conditions of employment for staff employed under the Public Sector Management Act, 1988 which is a total maximum grant of 2 years leave on a full-time basis.
- 14.3 The parties agree that the granting of additional parental leave will be subject to organisational convenience and requests made by employees.

## 15.0 FAMILY AND COMMUNITY SERVICE LEAVE, PERSONAL/CARER'S LEAVE AND FLEXIBLE USE OF OTHER LEAVE ENTITLEMENTS

### 15.1 Definition

The definition of "family" and "relative" for the purposes of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an 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 spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - (i) 'relative' means a person related by blood, marriage or affinity;
  - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (iii) 'household' means a family group living in the same domestic dwelling.

### 15.2 Family and Community Service Leave - General

The Director General or delegate shall, in the case of emergencies or in personal or domestic circumstances, grant an employee some or all of the available family and community service leave on full pay.

### 15.3 Family and Community Service Leave - General

Such cases may include but not be limited to the following:

- (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;



- (b) accommodation matters up to one day - such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an employee from reporting for duty;
- (d) other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

#### 15.4 Family and Community Service Leave - General

Other areas may include:

- (a) attendance at court by an employee to answer a charge for a criminal offence, if the Director General or delegate considers the granting of family and community service leave to be appropriate in a particular case;
- (b) employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
- (c) an employee who holds office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

#### 15.5 Family & Community Services Leave - entitlement

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
  - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
  - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee,

whichever is the greater period.

- (b) Family and Community Service Leave is available to part-time employee's on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis to an employee on the death of a person defined in clause 1 above.

#### 15.6 Use of Sick Leave to care for a sick dependant - general

When family and community service leave, as outlined in clause 15.5 above is exhausted, the sick leave provisions under clause 15.7 may be used by an employee to care for a sick dependant.

#### 15.7 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
  - (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in clause 15.1 above.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such



persons when they are ill.

- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 15.7(b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Director General or delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in clause 15.7(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- (g) The employee is not required to state the exact nature of the relevant illness on either the medical certificate or statutory declaration.
- (h) The employee shall, wherever practicable, give the Department notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Department by telephone of such absence at the first opportunity on the day of absence.
- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

#### **15.8 Time Off in Lieu of Payment of Overtime**

- (a) For the purpose only of providing care and support for a person in accordance with clause 15.1 above, and despite the provisions of the Crown Employees (Overtime) Award, an employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the Department.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 15.8(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 15.8(a) above, the employee shall be paid overtime rates in accordance with the Crown Employees (Overtime) Award.

#### **15.9 Use of make-up time**

- (a) An employee may elect, with the consent of the Department, to work 'make-up time'. 'Make-up time' is worked when the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.



- (b) An employee on shift work may elect, with the consent of the Department, to work 'make-up time' (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

#### 15.10 Use of other leave entitlements

The Director General or delegate may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the Department, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

#### 15.11 Dispute resolution process

In the event of any grievance or dispute arising in connection with any part of the provisions of Family and Community Service Leave and Personal Carer's Leave, such a grievance or dispute shall be processed in accordance with the Dispute Resolution Procedures contained in this Agreement.

### 16.0 TRAVEL PASSES

- 16.1 Free travel passes will continue to be provided to DTO's and Senior Officers who were employed in the Department prior to 21 December, 1994 at their current entitlements. No new person employed in the Department after this date will be entitled to a free travel pass.
- 16.2 The entitlements of Gold Passes and Employee Passes will continue to be provided to staff employed in the Department prior to 21 December, 1994.
- 16.3 The Department will also purchase an annual public transport travel pass (either rail, bus, ferry or a combination of these) on behalf of interested employees. Employees in turn will agree to repay the purchase cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.
- 16.4 The parties agree to consult further on the issue of travel passes with a view to reducing the cost of the travel passes, including Gold and Employee Passes.

### 17.0 DELEGATES' RIGHTS AND OBLIGATIONS

- 17.1 An employee elected as a Union Delegate will, upon written notification by the Union to the Department, be recognised as the accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and consult with management on matters affecting the employees they represent. Such consultations should be arranged for times that are convenient to both parties.
- 17.2 Delegates will inform their supervisor or manager of the need to absent themselves from their workplace, and will arrange a mutually acceptable time to attend to their Union duties.
- 17.3 Accredited delegates should recognise the need to balance their absence from the job on Union business with the requirements of acceptable work performance.
- 17.4 The Department will provide access to the facilities and office equipment needed by delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.



## 18.0 AUTOMATIC DEDUCTIONS OF UNION DUES

- 18.1 The Department will undertake to deduct Union dues from the pay of members who have signed the appropriate authority, and to forward these dues directly to the relevant Union on behalf of the members, on a fortnightly basis.

## 19.0 DISPUTE RESOLUTION PROCEDURES

- 19.1 All grievances and disputes relating to the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 19.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 19.3 The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- 19.4 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Director General or delegate.
- 19.5 The Director General or delegate may refer the matter to the Public Employment Office for consideration.
- 19.6 If the matter remains unresolved, the Director General or delegate shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 19.7 An employee, at any stage, may request to be represented by their Union.
- 19.8 The employee or the Union on their behalf, or the Director General or delegate may refer the matter to the NSW Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 19.9 The employee, Union, Department and Public Employment Office shall agree to be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.
- 19.10 Whilst the procedures outlined in 19.1 to 19.9 are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

## 20.0 CONSULTATIVE COMMITTEE AND WORKPLACE COMMITTEE

- 20.1 The parties will continue a Management/Union Consultative Committee including a minimum of one Human Resources Branch representative, two management representatives and two Union representatives.
- 20.2 A Workplace Committee of workplace delegates will also meet monthly or as required to assist peak union representatives and the Consultative Committee processes.



## 21.0 NO EXTRA CLAIMS

- 21.1 Parties to this Agreement undertake that for the period of this Agreement they will not pursue any extra claims, except those allowed under Section 17 of the Industrial Relations Act, 1996. Parties may raise items for discussion with a view to achieving mutually agreed variations to this Agreement during its life.

## 22.0 AREA, INCIDENCE AND DURATION

- 22.1 This Agreement will apply to all employees of the Department (other than employees of the Senior Executive Service) and shall have effect for a period to 31 December, 1999.

IN WITNESS WHEREOF this Agreement has been duly executed on the day and year first hereinbefore written.

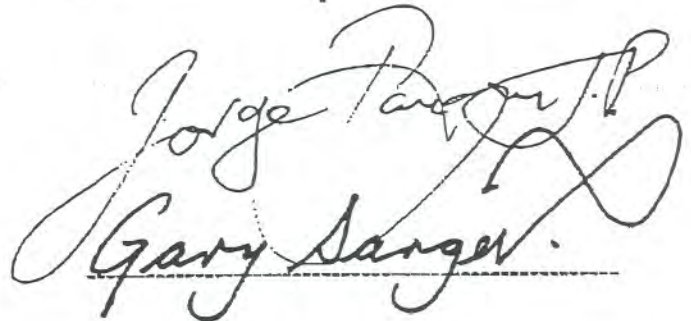
Signed for and on behalf of the  
PUBLIC EMPLOYMENT OFFICE  
by the Director-General, Premier's  
Department in the presence of:



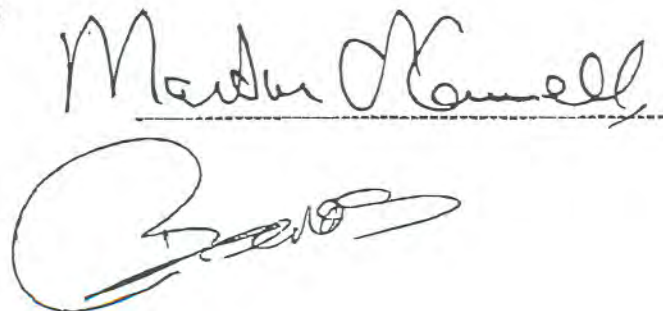

Duly authorised by the PUBLIC  
SERVICE ASSOCIATION OF NEW  
SOUTH WALES to this Agreement on  
its behalf in the presence of:



Duly authorised by the AUSTRALIAN  
TRANSPORT OFFICERS  
ASSOCIATION to this Agreement on  
its behalf in the presence of:



Duly authorised by THE ASSOCIATION OF  
PROFESSIONAL ENGINEERS, SCIENTISTS  
AND MANAGERS, AUSTRALIA (NSW)  
BRANCH to this Agreement on its behalf  
in the presence of





## ATTACHMENT A

**DEPARTMENT OF TRANSPORT OFFICERS  
EMPLOYMENT CONDITIONS -DEPARTMENT OF TRANSPORT**

<b>SALARY SCALE</b> (Effective from the date of signing of this Agreement)					
GRADE	PAY POINT				
	ONE	TWO	THREE	FOUR	FIVE
1	23307	24121	24965	25840	26744
2	26744	27681	28649	29652	30689
3	30689	31764	32875	34026	35218
4	35218	36448	37726	39047	40463
5	40463	41826	43377	44806	46374
6	46374	47997	49677	51415	53216
7	53216	55078	57006	58999	61065
8	61065	63204	67156	70114	72567
9	72567	76464	80416	83374	85827

The rates of pay contained in Attachment A will take effect from the date of signing of this Agreement. These rates of pay are to be varied as detailed in Clause 4 by 3 per cent effective from the first pay period to commence on or after 1 July, 1998 and by a further 3 per cent from the first pay period to commence on or after 1 January, 1999 in keeping with the Crown Employees (Public Sector - Salaries June, 1997) Award.



ATTACHMENT B

DEPARTMENT OF TRANSPORT  
MEMORANDUM OF UNDERSTANDING



**MEMORANDUM OF UNDERSTANDING**  
**DEPARTMENT OF TRANSPORT**  
**ARRANGEMENT**

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## 2.0 PURPOSE

- 2.1 This document is a Memorandum of Understanding which reflects the agreed position between the Director General of the Department of Transport and the General Secretary of the Public Service Association of NSW (PSA), the Secretary of the Australian Transport Officers Association (ATOA) with respect to those employees who were members as at 21 December, 1994 and the Branch Secretary of The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA), in relation to certain conditions and arrangements to apply to the Department.

## 3.0 STATEMENT OF INTENT

- 3.1 The parties acknowledge that the Agreement has been entered into:
- to enhance the Department's efficiency and effectiveness and continue to facilitate the achievement of the goals of the organisation;
  - to provide terms and conditions of employment for all employees of the Department;
  - to maintain the single salary scale and Department of Transport Officer (DTO) classification to focus on equity, family, performance and quality issues;
  - to support organisation development through commitment to consultative practices and business improvement;
  - to cover all places where employees are employed by the Department; and
  - to enhance working conditions and amenity of employees of Department.

## 4.0 LINK TO DEPARTMENT OF TRANSPORT OFFICERS EMPLOYMENT CONDITIONS AGREEMENT

- 4.1 This Memorandum of Understanding:
- records the agreement of the parties to conditions applying to employees of the Department of Transport; and
  - will apply for the term of the Department of Transport Officers, Employment Conditions, Department of Transport Agreement.

## 5.0 VARIATION TO AGREEMENT AND MEMORANDUM OF UNDERSTANDING

- 5.1 The parties may raise items for discussion with a view to achieving mutually agreed variations during the life of the Agreement and Memorandum of Understanding.

## 6.0 QUALITY MANAGEMENT PROGRAM

- 6.1 The parties are committed to implementing the Department's Quality Management Plan to improve organisational performance, assist management and employees to continuously improve the effectiveness of systems and processes and develop best practice management.
- 6.2 The parties agree to adopt a consultative approach to the ongoing implementation of quality management and to identifying and developing continuous improvement projects.
- 6.3 The parties agree to monitor the Quality Management Plan, through the joint working party/committee, amend as necessary and make appropriate recommendations to management.

## 7.0 PERFORMANCE DEVELOPMENT SCHEME

- 7.1 The Performance Development Scheme has been developed on a consultative basis and is the agreed system to be used by the Department for all DTO staff and staff classified as Senior



Officers.

- 7.2 Employees, unions and the Department are committed to increasing the efficiency and effectiveness of the organisation through a quality management approach and a focus on the organisation's goals and objectives in the implementation of the system. The Scheme has been developed to apply principles of equity and fairness to the evaluation of performance.
- 7.3 The parties agree to consult on any proposed amendments to the existing Performance Development Scheme which is used as a basis for determining an employee's eligibility for salary movement.
- 7.4 The Scheme follows an annual cycle and consists of four distinct phases:
- Phase 1 Work Plan Development
  - Phase 2 Skills Development
  - Phase 3 Performance Monitoring
  - Phase 4 Performance Evaluation
- 7.5 Job performance will be reviewed at least twice a year under the Performance Development Scheme (Phase 3 and Phase 4) during which the DTO's and Senior Officer's work standard and key result areas will be agreed in conjunction with their manager. The Department undertakes to provide the necessary resources for the DTO and Senior Officer to perform their job efficiently and effectively. On each subsequent review (which may be initiated by either the DTO or Senior Officer or their manager and at any time), the Department will discuss with the DTO or Senior Officer their progress towards achieving the objectives which have been previously agreed, as well as their overall performance and competency in the job.
- 7.6 A DTO's or Senior Officer's salary will be reviewed annually having regard to the achievement of overall job accountabilities and individual key result areas which the DTO or Senior Officer has agreed to undertake. Salary movement will be determined within the Performance Development Scheme Guidelines which apply to the DTO's and Senior Officer's job grading and while salary is fixed on this basis.
- 7.7 Any dispute about the salary review process may be referred to the Consultative Committee and dealt with in keeping with the Department's Dispute Resolution Procedures.
- 7.8 The parties may from time to time, by agreement, wish to substitute a varied Performance Development Scheme having regard also to local working conditions, provided that the varied or new system is based on job analysis, evaluation and job competency definition. Any such changes will be discussed and agreed between the parties to this Agreement before any such changes are effected.
- 7.9 The Performance Development Scheme provides for Recognition of Excellent Performance and performance pay in which employees may be considered for the payment of cash 'bonuses'. This does not apply to staff employed as Senior Officers.
- 7.10 The Recognition of Excellent Performance will be paid as a cash bonus to DTO's (in lieu of accelerated progression arrangements) anywhere in the salary grade of either 100% or 50% of the difference between an employee's current salary rate and the next salary progression step in keeping with the agreed Guidelines. Employees recognised in this manner will also substantively progress to the next salary point if they are not already on the "maximum" 4th salary point of their Grade.
- 7.11 The DTO's 5th pay point will continue as a performance pay salary point and be paid only as a 50% or 100% cash bonus in keeping with the agreed Guidelines.



- 7.12 The Guidelines for the Recognition of Excellent Performance are included in the Department's Staff Resource Folder.

### **8.0 JOB EVALUATION/WORK ORGANISATION**

- 8.1 The parties agree that the procedures detailed in the Job Evaluation/Work Organisation Guidelines contained in the Department's Staff Resource Folder will continue to apply. The parties agree on the job evaluation/work organisation system to be used in operational areas of the Department. The Guidelines have been developed to apply principles of equity and fairness to the evaluation of positions.
- 8.2 The parties agree to monitor the ongoing implementation of the job evaluation/work organisation process and to consider any opportunities for improvement. Any resulting modifications will be made by mutual agreement between the parties to this Agreement.

#### **Work Organisation**

- 8.3 The parties agree that the Work Organisation process will continue to be used as the mechanism for determining draft Division/Branch structures to ensure that functions and tasks are arranged to achieve organisation/branch goals.
- 8.4 It is recognised that Divisions/Branches may need to review their structure through consultation on a regular basis to ensure that it meets current priorities, ensures efficiency and increases job satisfaction for employees in working towards agreed organisation goals.
- 8.5 It is recognised that all parties may contribute valuable ideas in developing a draft structure. At the same time, the parties acknowledge that the Director General is responsible for the final decision on implementing the proposed structure.

#### **Job Evaluation**

- 8.6 The parties agree that an accredited points to grade job evaluation system will continue to be used as the means for determining the work value and grade of positions.
- 8.7 It is recognised that positions may be evaluated following the work organisation process or outside that process. Individual positions may be evaluated where the duties and responsibilities of the position have changed or where a new position has been created.
- 8.8 Where the duties and responsibilities of a position are not significantly changed after the application of the job evaluation/work organisation process and job evaluation scores the position at a lower grade, the employee occupying the position will receive salary maintenance in keeping with the public service standard.
- 8.9 Where job evaluation scores a position at a higher grade approval will be sought from Premier's Department for the current occupant of a position being paid by way of allowance where the work has not changed but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the position. This is subject to the existing occupant of the position having been appointed following a process of competitive merit selection (albeit to the pre-job evaluation level). Where the work has changed or the position falls vacant the position is to be filled by merit selection.
- 8.10 Where the arrangements detailed above do not apply and a position is evaluated and graded at a higher level, the position will be advertised and filled on the basis of merit.



## 9.0 INTRODUCTION OF NEW TECHNOLOGY

- 9.1 The parties agree that all employees will use the technology provided by the Department which apply to their position. The Department will, in turn, provide initial training and training on an ongoing consultative basis to ensure all employees can fully utilise the systems relevant to their positions subject to the provisions of the Crown Employees (Public Service Conditions of Employment 1997) Award.
- 9.2 The parties agree that a minimum of 2 union representatives will be members on the User Committee. Management and representatives on the User Committee will consult and agree in relation to the introduction of new technology, operation of existing computer systems and be available for the referral of problems identified by employees.

## 10.0 FLEXIBLE WORKING ARRANGEMENTS RECOGNITION OF HOURS WORKED

- 10.1 It is acknowledged that in striving to deliver agreed outcomes, employees of the Department are at times confronted by difficult workloads. It is also recognised that it can at times be difficult to balance work and family commitments.
- 10.2 In recognition of hours worked, management strategies of performance management, job evaluation/work organisation are being initiated in an effort to maintain workloads at a reasonable level. In addition to these, the Department has introduced a set of flexible working provisions that allow employees, in consultation and with the agreement of the supervisor/manager, to adjust their working arrangements.
- 10.3 The conditions of the Crown Employees (Public Service Conditions of Employment 1997) Award shall apply to employees of the Department with the exception of the following:
- flex time bandwidth (Clause 11 (vi)e);
  - flex time coretime (Clause 11 (vi)f);
  - accruing untaken flex days to a maximum of 5 days (Clause 11 (vi)j); and
  - working from home in certain circumstances.

## 11.0 FLEXIBLE WORKING HOURS

- 11.1 A flexible and adaptable approach will be adopted by employees and management in relation to normal working hours and working arrangements.
- 11.2 Flexible working hours arrangements are voluntary arrangements, entered into at the request of individual employees. Not all flexible working hours options will be available to every employee whenever they are sought. Circumstances will vary from time to time and from Branch to Branch and decisions whether to grant proposed arrangements will be the subject of consultation and be based on local circumstances between the employee and their supervisor/manager.
- 11.3 Breaches of the relevant sections of the Crown Employees (Public Service Conditions of Employment 1997) Award and/or clause 9 or 10 of the Department of Transport Officers Employment Conditions Agreement or provisions of this clause will be subject to consultation between the employee and their supervisor/manager and may result in the employee or employees being required to revert to standard hours.
- 11.4 Issues that may be determined at the request of an employee and with the approval of their supervisor/manager are:

- bandwidth and coretime;
- working at home; and
- the accumulation of flex days.

- 11.5 A mutually agreeable arrangement and a consultative approach are the aims of these clauses however, decisions by supervisors/managers in these matters must be subject to organisational convenience and an appropriate level of service being provided. The parties agree that employees have access to the flexible working arrangements provided there is no detrimental effect to the Department's service levels as detailed in the Department's Guarantee of Service which is included in the Department's Staff Resource Folder.

## **12.0 TRAINING AND DEVELOPMENT**

- 12.1 The parties are committed to providing employees with appropriate, effective and efficient training and skill development to meet identified needs.

- 12.2 To meet this commitment the Department will focus on the following key areas:

- Leadership and Management Development;
- Performance Development;
- Personal and Career Development; and
- meeting training needs and requirements of employees identified through the Performance Development Scheme and the Quality Management Plan.

- 12.3 The development of the training program should include:

- ensuring that the training and development needs of employees at all levels are identified and addressed and that there is equity of access of all employees (including part-time employees) to training and development opportunities; and
- commitment to equity requirements to ensure there are no discriminatory barriers to training and to meet the diverse needs of EEO groups.

- 12.4 The Department's commitment to training and development includes a commitment to providing adequate resources, people, equipment, time and money to ensure the effectiveness of the training and development program. It also involves a commitment to enable employees to participate in training and development such that:

- training authorised by Department and undertaken during normal working hours shall be without loss of salary. Wherever possible employees shall be able to undertake training during their normal working hours. Training outside normal working hours will be covered by the Crown Employees (Public Service Conditions of Employment 1997) Award.

## **13.0 LEADERSHIP AND MANAGEMENT DEVELOPMENT PROGRAM**

- 13.1 The Department is committed to implementing a Leadership and Management Development Program. It is proposed that the parties will consult on the implementation of the program which may comprise key features such as Executive Development, Manager Development, Supervisor Development, Executive and Manager Feeder Groups and Career Development.
- 13.2 The parties agree to consult, monitor and review any changes to the program.

## **14.0 WOMEN'S DEVELOPMENT PROGRAM**

- 14.1 The Department is committed to conducting a special career development program for women



to complement the Department's Spokeswomen Program and other initiatives already undertaken. A central theme of the program will be to provide skills development opportunities for women across the Department.

- 14.2 It is proposed that the program will align with the Leadership and Management Development Program and while some activities will be designed for women many will be appropriate for all employees.
- 14.3 The parties agree to consult, monitor and review any changes to the program.

### 15.0 JOB ROTATION/CAREER DEVELOPMENT

- 15.1 As part of the Department's commitment to training and developing a multiskilled workforce, a process for job rotation/career development will continue.
- 15.2 A job rotation program may involve the temporary placement of employee(s) into different positions in the same grade. It is intended employees will return to their original position following the period of job rotation.
- 15.3 The parties agree that a job rotation program will be available to employees and may be advertised as deemed necessary and interested employees will be asked to apply through the Expression of Interest process. Periods of job rotation will be determined through the needs of the Department and can be arranged with the mutual consent of participants and their supervisors/managers.
- 15.4 An employee may wish to identify a job rotation/career development opportunity as part of their Skills Development Plan under the Performance Development Scheme. An individual request for a job rotation/career development opportunity can be made at any time and may involve the temporary or permanent placement of an employee at their existing grade within or outside the Department.

### 16.0 HIGHER DUTIES ARRANGEMENTS

- 16.1 Generally, the opportunity to perform higher duties is to be a means of skills development and career enhancement. The Department's decision to select employees to perform higher duties will give priority to the skills and career development of staff whilst being consistent with maintaining organisational efficiency and effectiveness. The opportunity to perform the duties of vacant positions will be advertised and decided, by the Department, on the basis of the following factors:

16.1.2 Equity - defined as the opportunity for employees to participate in the process; or

16.1.2 Skills Development - defined as an opportunity for employees to enhance their skills. Provided that the employees possess the potential to successfully discharge the duties, the opportunity will be provided for employees to act in a higher grade to acquire additional or new skills. Where possible for longer periods of relief (ie. 6 weeks), arrangements may be made for employees to be notified in advance and expressions of interest called for, prior to an employee being selected for higher duties (see Job Rotation/Career Development clause); or

16.1.3 Competence - defined as capable and/or experienced. Where it is essential that the most suitable, efficient or experienced employee fill the position, "competence" should be the most important factor applied in the assessment to ensure that operational standards and the Department's objectives are maintained.

- 16.2 The parties agree to review these arrangements as needed.

### **17.0 RISK MANAGEMENT/OCCUPATIONAL HEALTH AND SAFETY**

- 17.1 The parties to this Agreement are committed to achieving and maintaining a healthy and safe working environment. In order to achieve this, it is the intention that Risk Management/Occupational Health and Safety will be given a higher profile and become more thoroughly integrated at all levels of the Department.
- 17.2 This will be accomplished by a comprehensive approach to managing Risk Management/Occupational Health and Safety, which will include:
- taking account of relevant Risk Management/OH&S issues in any planning;
  - provision of rehabilitation assistance for injured employees as required;
  - regular workplace inspections of work areas;
  - attending to identified Risk Management/OH&S issues;
  - consulting external experts as needed; and
  - compliance with statutory requirements:

### **18.0 ENVIRONMENT IMPROVEMENT**

- 18.1 The parties are committed to investigating measures to reduce waste which may include strategies to save on paper and electricity useage in the Department. It is proposed that this investigation will be undertaken by a joint working party/committee and shall be completed within 12 months of the signing of this Agreement.
- 18.2 It is expected that the investigation may outline initiatives to effectively integrate environmental improvement strategies in the workplace.
- 18.3 The parties will then commence negotiations on the options identified by the working party/committee and any proposed processes or time-frames for the reduction of waste. The parties agree to consult, monitor and review the implementation of the program.

### **19.0 FAMILY CARE**

- 19.1 The parties are committed to maintaining a child care policy and will continue to investigate the provision of child care assistance by the Department for its employees. It is proposed that a thorough investigation be undertaken by a joint working party to look at enhancements to the Department's Child Care Policy and family care initiatives.
- 19.2 It is anticipated that this investigation shall be completed within 12 months of the making of this Agreement, at which time the working party shall prepare a report on its findings. The parties shall then commence negotiations on the options identified by the working party and any proposed processes or time-frames for the provision of family care initiatives.
- 19.3 The Department will continue to engage the services of a child care referral service for the use of employees. This service will assist employees to locate family day care places appropriate to their needs and location, and to receive advice and/or referral with regard to other child related matters.

### **20.0 PART-TIME WORK/JOB SHARING**

- 20.1 The Department is committed to providing part-time work opportunities including job sharing where practicable.



- 20.2 The parties agree that part-time work is an important equity initiative and it widens the choice of available work patterns, thus opening up job opportunities to those who may not otherwise have been able to pursue a career where full-time hours are required.
- 20.3 Requests for part-time work will be supported where the needs/circumstances of the work area permit this to occur.

## 21.0 EQUITY

- 21.1 The principles of equity play a central role in the development and implementation of a range of initiatives designed to increase the efficiency and effectiveness of the organisation. This includes a commitment from the Department to create an organisational climate in which employees have rewarding and satisfying jobs, the ability to continue to develop their level of expertise, training and development opportunities, opportunity to be recognised and rewarded for their performance and meet the diverse needs of EEO groups.
- 21.2 In addition, the Department has given a commitment to provide the necessary avenues and resources (subject to funding constraints) to support an organisation in which ongoing training and skills development can occur and flexible work practices are implemented in a family friendly working environment.
- 21.3 The Department's commitment to equity will be further demonstrated by:
- establishing opportunities for employees which capitalise on their current skills and knowledge, develop their talents by making available challenging new opportunities and provide a viable and satisfactory career path eg. Leadership and Management Development Program and a Women's Development Program;
  - ensuring the existence of fair employment practices and behaviour;
  - examining the feasibility of employment programs which target equity groups;
  - ensuring that all employees have equitable access to training courses, job rotation and career development activities;
  - monitoring and improving aspects of the job evaluation/work organisation process, performance development scheme and flexible/family friendly working practices; and
  - ensuring that there is diversity at all levels of the organisation.

## 22.0 EMPLOYEE ASSISTANCE PROGRAM

- 22.1 The parties agree to maintain an Employee Assistance Program through an independent confidential counselling service which will provide counselling free of charge to employees, families and dependants for a wide range of personal and/or work related problems.
- 22.2 The parties agree that an independent counselling service can often help employees resolve problems before they seriously affect lifestyle, work performance or may be used at any time (as needed) to rehabilitate an employee.
- 22.3 Any information gathered as a result of the counselling service will be held in the strictest confidence by the counselling service and referral will not endanger an employee's job security, promotional opportunities, leave or other entitlements.